

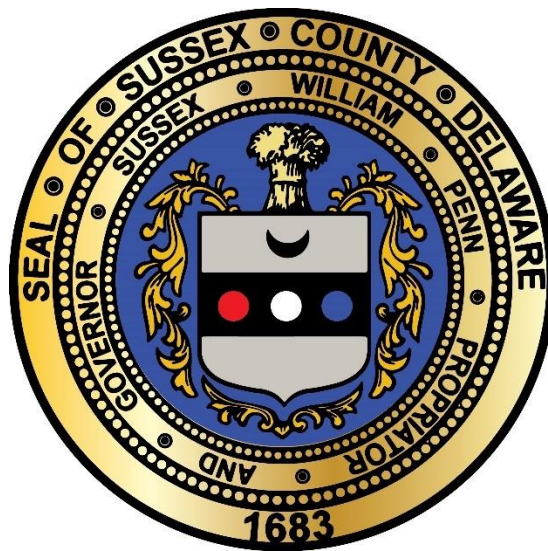
SUSSEX COUNTY GOVERNMENT

REQUEST FOR BIDS

PROPERTY SALE

29195 Conaway Rd. MILLSBORO, DE 19966

133-18.00-20.00



Prepared By:

SUSSEX COUNTY GOVERNMENT

2 THE CIRCLE

PO BOX 589

GEORGETOWN, DELAWARE 19947

(302) 855-7742

www.sussexcountyde.gov

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BID NOTICE

The Sussex County Government invites sealed bids for the purchase of the property located at 29195 Conaway Rd., Millsboro, DE 19966, containing 1.497 acres of land, more or less, together with improvements, identified as Sussex County Tax Parcel # 133-18.00-20.00. The property is zoned AR-1, is located on FEMA Flood Map 10005C0450L and has an assessed value of \$2,600. **The property is being sold “AS IS”, “WHERE IS” AND “WITH ALL FAULTS”. Sussex County makes no warranties, either expressed or implied, as to the condition of the real property, any improvements on the property, including the house, all outbuildings, cesspool and well.** The minimum bid is \$50,000. Brokers are welcomed.

The highest acceptable bid will be presented to Sussex County Council. Final acceptance of the bid and conveyance of the property is subject to the approval of Sussex County Council.

Interested parties may obtain an information package by visiting Sussex County’s website at www.sussexcountyde.gov/e-service/rfp or by contacting Michael Costello, Sussex County Government Affairs Manager at michael.costello@sussexcountyde.gov. All questions regarding the solicitation requirements shall be directed to Michael Costello at the foregoing email address by no later than August 26, 2022. All sealed bids must be hand delivered, mailed or otherwise delivered to Todd Lawson, Sussex County Administrator, 2 The Circle, P.O. Box 589, Georgetown, DE 19947 no later than 3:00PM EST on August 29, 2022. All bids must be submitted on the “Bid Proposal Form”, including a signed and initialed Contract of Purchase and Sale and signed and initialed Disclosures, by the stated deadline for consideration. Late bids will not be accepted. Appointments to view the property, and to perform all desired inspections of the property and the improvements thereon, can be made between August 22, 2022 and August 26, 2022 by emailing michael.costello@sussexcountyde.gov. **NOTE: All inspections are for informational purposes only. Sussex County will NOT correct any defects on or in the real property, improvements, the cesspool or well.**

Bidders acknowledge that the property’s wastewater system is a cesspool that is no longer a legal form of wastewater system. Following settlement, it shall be Buyer’s responsibility, at Buyer’s expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements.

Bidder acknowledges that there is no direct access to the Property and that, following settlement, it shall be Bidder’s sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be Bidder’s sole cost and expense.

Prior to bid submission, it is Bidder’s responsibility to perform due diligence to ensure the property being purchased is in the condition that is satisfactory to the Bidder and can be used for Bidder’s intended purpose.

Bids must be submitted in the manner prescribed in the “Instruction to Bidders” contained in the information package. All bids must be accompanied by a deposit of 10% of the bid amount in form of a certified check, cashier’s check or money order. The successful bidder’s deposit will be applied toward the purchase price. All others will be returned. Closing shall occur within thirty (30) days after approval of sale. Employees of Sussex County Council are ineligible to bid.

Proposals will be publicly opened on the same day and time in Sussex County Council Chambers at the Sussex County Administration Building. The purpose of the proposal opening is to reveal the names of the bidders. All other information shall be confidential. Sussex County may extend the time and place for opening of bids by providing not less than two (2) calendar days’ notice, by certified delivery or other electronic means to those bidders who obtained copies of the specifications or descriptions and provided notice thereof to Michael Costello at the email address provided herein.

Sussex County reserves the right to reject any and all bid proposals, to waive any informalities in bids received, except with respect to the date, time, and place where the documents are submitted, to cancel this Request for Bids in whole or in part, to reissue this Request for Bids and/or to accept or reject items of bids received. In the event this Request for Bids is cancelled prior to the opening of proposals, all respondents shall receive a notice of cancellation and all proposals received shall be returned to the respective respondents unopened.

By: Michael Costello
Government Affairs Manager

INSTRUCTIONS TO BIDDERS FOR SEALED BID – Bid Deadline – August 29, 2022

Property Address: 29195 Conaway Rd., Millsboro, DE 19966

The Sussex County Council invites bids for the purchase of this property on the attached form. Bids will be accepted until August 29, 2022 at 3:00 P.M.

Bids shall be enclosed in two (2) envelopes (outer and inner) each of which shall be sealed and the inner envelope clearly labeled **“SEALED BID FOR 29195 CONAWAY RD., MILLSBORO, DE 19966 – BID DEADLINE AUGUST 29, 2022 AT 3:00 P.M.”**

The outer envelope shall be addressed as follows:

Todd Lawson, Sussex County Administrator
2 The Circle
P.O. Box 589
Georgetown, DE 19947

Sealed bids may be hand delivered, mailed or delivered by any other method chosen by Bidder to the address above at Bidder’s expense. The risk of late delivery or misdelivery shall be upon the Bidder.

A cashier’s check, certified check or money order made payable to “SUSSEX COUNTY COUNCIL,” in the amount equal to 10% of the bid must accompany all bids. This amount will be applied against the purchase price of the successful Bidder/Buyer and will be refunded within ten (10) days to all other Bidders. In the event of default on the part of the successful Bidder/Buyer, the bid deposit shall be forfeited and retained by the Sussex County Council as liquidated damages. No bids received after August 29, 2022 at 3:00 P.M will be considered. No bid will be considered unless it meets or exceeds the minimum bid of \$50,000 and it is accompanied by the required deposit. Prior to bid submission, it shall be Bidder’s responsibility to perform due diligence to ensure the property being purchased is in the condition that is satisfactory to the Bidder and can be used for Bidder’s intended purpose. Bidder shall perform all desired inspections of the property and the improvements thereon prior to bid submission.

In the event identical acceptable high bids are received, a drawing will be held to determine the successful Bidder/Buyer.

Acceptance of the bid and conveyance of the property is subject to the approval of the Sussex County Council.

Bidder acknowledges that the property’s wastewater system is a cesspool that is no longer a legal form of wastewater system. Following settlement, it shall be the successful Bidder’s/Buyer’s responsibility, at the successful Bidder’s/Buyer’s expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements.

Bidder acknowledges that there is no direct access to the Property and that, following settlement, it shall be the successful Bidder's/Buyer's sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be successful Bidder's/Buyer's sole cost and expense.

The property is being sold "AS IS", "WHERE IS" AND "WITH ALL FAULTS". Sussex County makes no warranties, either expressed or implied, as to the condition of the real property or any improvements on the property, including the house, all outbuildings, cesspool and well. All inspections are for informational purposes only. Sussex County will NOT correct any defects on or in the real property, improvements, the cesspool or well.

Notification will be given to the successful Bidder/Buyer when the deed is ready for delivery and the balance of payment is due; however, the successful Bidder/Buyer expressly agrees that settlement shall occur within thirty (30) days after the sale has been approved by the Sussex County Council.

It shall be the responsibility of the successful Bidder/Buyer to pay all closing costs, including recordation fees and taxes normally paid by a purchaser.

Bids must be signed and will be accepted only on the Bid Proposal Form provided which must also include a signed and initialed Contract of Purchase and Sale ("Contract"), and signed and initialed disclosures attached thereto as Exhibits B-D, in the form attached hereto. The disclosures include a Seller's Disclosure of Real Property Condition Report, Lead-Based Paint Disclosure and Radon Disclosure ("Disclosures"). The Bid Proposal Form, along with the Instructions to Bidders, signed and initialed Contract, and signed and initialed Disclosures, shall collectively be construed to be the contract of sale with the successful Bidder/Buyer. Failure to submit a bid on the attached form, failure to sign and initial the attached Contract and Disclosures, the making of any modification, addition, or amendment to the Bid Form or the Contract (except for completion of paragraphs 1, 3 and 29 with Bidders' initials), or its conditions, or the submission of any terms or conditions other than those contained in the Request for Bids, shall be grounds for rejection of the bids. Bids must be for a fixed and certain sum of the lawful money of the United States of America. Any offer not for a fixed and certain sum of such money, including but not limited to any offer of goods, services, real property, securities, money of another nation, or any other thing, in whole or in part, shall invalidate the bid.

The right is reserved to reject any and all bids if, at the discretion of the Sussex County Council, they are found not to be in the best interest of the County.

ALL INFORMATION RELATING TO THE PROPERTY IS PROVIDED TO THE BEST KNOWLEDGE AND BELIEF OF THE SUSSEX COUNTY COUNCIL; HOWEVER, IT IS THE RESPONSIBILITY OF THE BIDDER TO VERIFY ALL INFORMATION PROVIDED.

NOTE: The following documents are enclosed as part of this Request for Bids:

Instructions to Bidders
Bid Proposal Form (including Contract and Disclosures)
Property Description (as set forth on Fact Sheet)
Fact Sheet

Survey
Pictures of Property

For further information, contact:

Michael Costello
2 The Circle
P.O. Box 589
Georgetown, DE 19947
302-855-7741

BID PROPOSAL FORM

Due: August 29, 2022 at 3:00 P.M.

Property Address: 29195 Conaway Rd., Millsboro, DE 19966 Minimum
Bid: \$ 50,000

Todd F. Lawson
Sussex County Administrator
2 The Circle
P.O. Box 589
Georgetown, DE 19947

The undersigned, as bidder, hereby declares that he/she has examined the Instruction to Bidders for Sealed Bids dated August 1, 2022, that he/she has inspected the property, performed all desired inspections of the property and its improvements, or waives his/her right to do so. **Bidder agrees to accept it "AS IS", "WHERE IS" AND "WITH ALL FAULTS". Sussex County makes no warranties, either expressed or implied, as to the condition of the real property, or any improvements on the Property, including the house, all outbuildings, cesspool and well, or as to the value or usefulness of the Property for any purpose, except as may be specified in the Instruction to Bidders for Sealed Bid dated August 1, 2022.**

Prior to bid submission, it is Bidder's responsibility to perform due diligence to ensure the property being purchased is in the condition that is satisfactory to the Bidder and can be used for Bidder's intended purpose.

The undersigned acknowledges that, if he/she obtained any inspections of the Property and its improvements, all such inspections are for informational purposes only. Sussex County will NOT correct any defects on or in the real property, the improvements, the cesspool or well. The undersigned further acknowledges that the Property's wastewater system is a cesspool that is no longer a legal form of wastewater system. Following settlement, it shall be the undersigned's responsibility, at his/her expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements.

Bidder acknowledges that there is no direct access to the Property and that, following settlement, it shall be Bidder's sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be Bidder's sole cost and expense.

The undersigned hereby agrees to purchase the property located at 29195 Conaway Rd., Millsboro, DE 19966, containing approximately 1.497 acres, more or less, with improvements, Sussex County, Delaware (Sussex County Tax Map: 133-18.00-20.00) upon the terms and conditions stated in the Instruction to Bidders for Sealed Bid – Deadline August 29, 2022 at 3:00 P.M. for the sum of \$_____.

A cashier's check, certified check or money order made payable to "SUSSEX COUNTY COUNCIL," for the sum of \$ _____ , which is 10% of the above bid, is attached and will be applied to the purchase price if the undersigned is the successful bidder.

The undersigned further agrees, upon written acceptance of this bid and within the specified time, that he/she will pay the balance of the purchase price upon delivery of the deed. Should the successful bidder fail to pay the balance of the purchase price, the sale will be declared void by the Sussex County Council and the bid deposit will be forfeited and retained as liquidated damages and not as a penalty. The next highest bidder may be notified and offered the property.

By: _____

Bidder's Signature

Bidder's Name: _____

Title: _____

Entity (if applicable): _____

Address: _____

Phone: _____

Date: _____

NOTE: Face of envelope must bear the words:

“SEALED BID FOR 29295 CONAWAY RD., MILLSBORO, DE. 19966”

“ DEADLINE AUGUST 29, 2022 AT 3:00 P.M”

CONTRACT OF PURCHASE AND SALE WITH DISCLOSURES (to be completed and submitted with BID PROPOSAL FORM)

CONTRACT OF PURCHASE AND SALE

1. PARTIES:

SELLER: Sussex County, a political subdivision of the State of Delaware
ADDRESS: 2 The Circle, P.O. Box 589, Georgetown, DE 19947 TELEPHONE
NO.: (302) 855-7742
EMAIL: Todd F. Lawson - tlawson@sussexcountyde.gov
hereby agrees to sell and convey unto

BUYER: _____ **Buyer's Initials**
ADDRESS: _____ **as to all**
TELEPHONE _____ NO.: _____ **Seller's Initials**
EMAIL: _____ **as to all**

2. DESCRIPTION:

Buyer hereby agrees to purchase from Seller and Seller agrees to convey to Buyer that certain parcel of land, together with all improvements thereon, with an address of 29195 Conaway Road, Millsboro, Sussex County, Delaware, containing 1.497 acres of land, more or less, identified as part of Sussex County Tax Parcel #133-18.00-20.00, and shown on the "Boundary Survey Plan of the Lands of Thomas Ray Jones, Heirs, Howard I. Jones, Heirs" prepared by Davis, Bowen & Friedel, Inc., dated June 2022 and recorded on June 15, 2022 in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 371, Page 84 ("Survey"), a copy of which is attached as Exhibit A and is incorporated herein by reference (the "Property").

3. PURCHASE PRICE: The Purchase Price shall be _____ Dollars (\$ _____). **Buyer's Initials** _____ **Seller's Initials** _____

Of the total Purchase Price, Buyer shall tender a deposit of Ten Percent (10%) of the Purchase Price, as deposit money. The deposit shall be _____ Dollars (\$ _____) which shall be placed in escrow with Moore & Rutt, P.A. acting as Escrow Agent. **Buyer's Initials** _____ **Seller's Initials** _____

The cash balance shall be due at settlement. Funds paid by Buyer at settlement shall be in cash, certified check, cashier's check, treasurer's check, wire transfer or a Delaware attorney's escrow check. Seller's net proceeds shall be paid by check from the settling attorney's escrow account unless other arrangements are made with the attorney.

4. RENTAL/LEASE: The property is not subject to an existing rental/leasing agreement. If the property is subject to an agreement, Seller must provide full accounting to the settlement attorney. Seller will not alter any existing agreement nor enter into any new lease agreement without Buyer's written consent and will assign all existing leases and transfer security deposits to Buyer at final settlement. If this property is subject to an

agricultural lease, the buyer is hereby notified that the agricultural leases are subject to renewal provisions in accordance with 25 Del. C. Chapter 67 Agricultural Leases. The terms of any Agricultural Leases are hereto in accordance with 25 Del. C. Chapter 67 Agricultural Leases. The terms of any Agricultural Leases are attached hereto in accordance with 25 Del. C Chapter 3 § 315.

5. **SETTLEMENT:** Unless otherwise mutually agreed, final settlement shall be held in Sussex County, Delaware within thirty (30) days of the parties' execution of this Contract, or before if mutually agreed upon, at which time possession shall be given. It is expressly understood and agreed that if a longer time is necessary to secure a survey, resolve title issues, or to prepare the necessary legal and financial settlement documents, that the date of settlement shall be extended for a reasonable time to affect these conditions.

6. **TRANSFER TAX, PRO-RATIONS & COSTS:** While transfer taxes are split between the parties to a real estate transaction, pursuant to 30 Del. C. § 5401(1)(m) and Sussex County Code § 103-18A.(13), this transaction is exempt from transfer taxes as it is a conveyance to a political subdivision of the State of Delaware. Seller agrees to pay or escrow at time of settlement any and all agricultural rollback taxes applicable to this parcel. Taxes, special assessments, ground rent, water, sewer, electric and other lienable charges imposed by the State of Delaware, any political subdivision thereof, any school district, neighborhood association and/or condominium common expenses shall be apportioned pro-rata at the time of final settlement, as shall the rents and pre-paid operating expenses if Property is sold subject to a lease, and all security deposits shall be delivered to Buyer at time of settlement.

Seller shall pay for the preparation of the deed. Buyer shall pay all other settlement charges.

7. **FORFEITURES:** Should the Buyer fail to make payments and or settlement as specified above, knowingly furnish false or incomplete information to Seller concerning Buyer's legal or financial status, violate or fail to perform any of the terms or conditions of this Contract, then Seller shall have the right and option to declare this Contract null and void and to retain any deposit money as liquidated damages for such default by Buyer, or to exercise any legal or equitable right or remedy to which Seller may be entitled and in connection therewith to apply and deposit money either or account of the purchase price or on account of damages, as Seller may elect.

8. **DISBURSEMENT OF DEPOSITS:** The parties to this Contract agree that deposit monies held on account as specified in paragraph 3 of this Contract shall only be disbursed under one of the following conditions:
 - A. Upon final settlement hereunder; OR
 - B. Until a release is signed by all parties to the transaction authorizing disposition of these funds: OR
 - C. Upon the filing of an interpleader action in the proper court, thereby causing these funds to be deposited with the court; OR
 - D. Until such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds.

Buyer and Seller agree that upon payment of deposit monies into court, neither Buyer nor Seller shall have any further right, claim, demand or action against escrow agent regarding the return or disposition of the deposit monies.

9. **TITLE:** Title is to be good and marketable, either fee simple absolute conveyed by Deed of Special Warranty, insurable for both owners and lenders coverage at regular rates by a title insurer duly licensed to issue title insurance in the State of Delaware, clear of any liens and encumbrances, except restrictions of record and existing easements. Title shall also be delivered without encroachments or violation of restrictions, zoning or subdivision regulations unless disclosed by Seller in writing prior to ratification of this Contract. If title objections are raised, Seller shall have thirty (30) days from the date Seller are notified to cure the same, and the closing date shall be extended accordingly. If objections are not satisfied by the extended settlement date, this Contract shall terminate and all deposit monies shall be refunded to Buyer and all legal, loan, survey, and inspection fees incurred by the Buyer will be paid by the Seller, unless Buyer elect to waive the unsatisfied objections and complete the purchase. Seller may use the purchase price payable to Seller at settlement to discharge liens and encumbrances of record in fixed and ascertainable amounts.
10. **RISK:** The risk of loss or damage to the said premises by fire, windstorm or other casualty until settlement is assumed by the Seller. If any part of the Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by settlement date. If Seller is unable to do so, Buyer may terminate this Contract and the deposit monies shall be returned to Buyer in accordance with the terms of this Contract.
11. **PROPERTY INSPECTIONS AND CONDITION:** Buyer acknowledges that it was Buyer's responsibility to perform its due diligence prior to execution of this Contract to ensure the property being purchased can be used for Buyer's intended purpose. Buyer further acknowledges that Buyer performed all desired Property inspections of any kind whatsoever, if any, including, but not limited to home, wood destroying insect, well, wastewater and all other inspections, prior to Buyer's submission of its bid and this Contract that was accepted by the Seller. **Buyer acknowledges that all inspections are for informational purposes only and that Seller will NOT correct any defects on or in the real property, any improvements, the cesspool or well.**

At time of final settlement or occupancy (whichever occurs first) Seller shall leave premises free and clear of trash debris. The Seller will deliver the premises in substantially the same physical condition as of the date of ratification of contract. Buyer shall have the privilege of a final inspection of all the premises prior to settlement at a time that is mutually agreed upon between the Buyer and the Seller.

Except as expressly contained herein, no other warranties have been made by the Seller, nor relied upon by the Buyer and upon settlement all the Seller's obligations under this Contract shall expire. Seller expressly makes no warranties as to the Property, in general, and specifically makes no warranties, expressed or implied, as to the condition of the real property, house, any outbuildings and all other improvements located Property, including the cesspool and the well. Unless otherwise indicated herein, Buyer represents: (1) that a satisfactory inspection has been made of the property, (2) that Buyer agrees to accept the property in its present

condition, except as may be otherwise provided herein, and (3) that it acknowledges the Property is being conveyed AS IS, WHERE IS and WITH ALL FAULTS.

12. ON-SITE WASTEWATER/SEPTIC SYSTEM:

Under Delaware law, the following provisions shall be set forth in all contracts for the sale of residential property with respect to properties that contain an on-site wastewater system and/or well, both of which are present on the Property. Buyer acknowledges that the Property contains a cesspool which is no longer a legal form of wastewater disposal and accepts the Property with full knowledge of same. Buyer expressly waives the remainder of the provisions pertaining to on-site wastewater disposal set forth below. Following settlement, it shall be Buyer's responsibility, at Buyer's expense, to obtain a site evaluation and install a new wastewater/septic system designed to comply with current requirements. Buyer has had the opportunity to perform a well inspection prior to submission of its bid and entering into this Contract and further waives the provision pertaining to a well inspection set forth below.

Buyer hereby waives the following provisions:

(a) On-Site Wastewater/Septic System.

For all properties utilizing an on-site wastewater/septic system that are sold or otherwise transferred to other ownership, the Seller shall have the system pumped out and inspected by a Class F and Class H licensee, respectively, prior to completion of the sale. If an inspection has occurred within the previous 36 months and the Seller can provide proof of the pump out and inspection and the system is not a cesspool or seepage pit, then the inspections will suffice. It will be the Seller's responsibility to provide the Buyer with the report (Class F and Class H) indicating that the system is in working order with no major defects by N/A (date). If the Seller of an individual on-site wastewater/septic system provides proof of a licensed operator or has a service contract with a certified service provider then the Seller shall provide evidence of same to Buyer no later than the date specified herein and these requirements shall have been met.

(b) On-Site Wastewater/Septic Contingency (Buyer's Option). (Only a part of this Contract if marked yes or checked)

Notwithstanding the provisions of 12a. herein, the Buyer may elect to have their own on-site wastewater/septic system inspection by a Class H system inspector (see list at www.dnrec.delaware.gov) of Buyer's choice and at Buyer's expense, to verify that the on-site wastewater/septic system is in working order with no major defects. This shall be in addition to 12a. herein and shall not relieve the Seller from the provisions of 12a. In such event Buyer must provide Seller with a copy of the written report describing any major defect by N/A (date).

(c) Well Water Contingency. (Only a part of this Contract if marked yes or checked)

Buyer may have the water inspected by a water testing company of Buyer's choice, at Buyer's expense, to verify that the well is in working order with no major defects, and there is an absence of total coliform bacteria, and meets EPA standards for

nitrate, chloride, and lead. Buyer must provide Seller with a copy of the written report describing any major defect. Report of major defects, if any, due to Seller by
 N/A (date).

13. **ACCESS TO PROPERTY:** Buyer acknowledges that there is no direct access to the Property and that, following settlement, it shall be Buyer's sole obligation to obtain all necessary approvals and permits from DelDOT for an access entrance to the Property off Conaway Road, the construction of which shall be Buyer's sole cost and expense.
14. **SELLER(S)'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT:** Buyer hereby acknowledges they received a copy of the Seller's Disclosure of Real Property Condition Report ("Seller's Disclosure") before Buyer entered into this Contract (as required by law). The Report must be signed by the Buyer and Seller and becomes a part of this Contract of Sale. Seller shall disclose and repair any defect that occurred after the date of the Report but prior to final settlement, unless waived in writing by the Buyer. Seller warrants the property condition disclosure statement accurately reflects the known condition of the property as of the date of this Contract. A copy of the Seller's Disclosure is attached hereto as Exhibit B and is incorporated herein by reference.
15. **DISCLOSURE OF LEAD BASE PAINT AND LEAD BASE PAINT HAZARDS:** Every Buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If this residential dwelling was built prior to 1978 the Buyer hereby acknowledge they received a copy of the disclosure of information on lead base paint and lead base paint hazards containing a lead warning statement before entering into this contract (as required by law). The disclosure must be signed by the Buyer and Seller and becomes a part of this Contract of Sale. A copy of the Lead-Based Paint Disclosure is attached hereto as Exhibit C and is incorporated herein by reference.
16. **RADON DISCLOSURE:** Delaware law requires that every Buyer of any interest in residential real property on which a residential dwelling exists shall be notified that said property may present the potential for exposure to radon. The Seller of any interest in residential real property on which a residential dwelling exists is required to provide the Buyer with any information on radon from tests or inspections in the Seller's possession and notify the Buyer of any known radon hazards. Pursuant to 6 Del. C. § 2572A Seller shall complete and execute the required Radon Disclosure Notice and provide it to the Buyer prior to this Contract's execution and Buyer shall acknowledge receipt of same in writing. A copy of the Radon Disclosure is attached hereto as Exhibit D and is incorporated herein by reference.
17. **FAIR HOUSING:** All Parties agree to comply with all Fair Housing and Civil Rights laws in the purchase and sale of the property and further agree specifically not to discriminate against any person because of RACE, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, AGE, OR HANDICAP.
18. **FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if; (a) the purchase price exceeds three hundred thousand dollars (\$300,000.00); and (b) the Seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess

- of three hundred thousand dollars (\$300,000.00). Seller represents that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at time of settlement.
19. **NO RECORDING:** This Contract shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer shall record this Contract or cause or permit it to be recorded, Seller may, at Seller option elect to treat such act as a breach of this Contract and have all the remedies provided herein.
20. **NOTICE/DELIVERY OF DOCUMENTS:** In this paragraph, the word "Contract" includes offers, counteroffers, addenda or any other notice or agreement between the parties. All agreements shall be in writing. Verbal or written communication between the parties that this Contract has been signed and ratified shall be binding on all parties and such verbal notice shall constitute delivery. Written communication shall be effective when sent. A facsimile, electronic record with electronic signature, or photocopy of a signed Contract shall constitute an original. Buyer or Seller, if there be more than one, expressly agree that notice to one shall be notice to all.
21. **ENVIRONMENTAL CONDITIONS:** Buyer is hereby advised that environmental conditions may exist about which Seller has no knowledge including but not limited to: buried fuel tanks, contamination affecting soil and drinking water, and similar conditions. Buyer may negotiate with Seller for permission to conduct environmental testing as a term or condition of this Contract. Any Contract relating to environmental testing must be in writing and signed by both Buyer and Seller. Further information can be obtained from the following agencies: United States Environmental Protection Agency, Washington DC; State of Delaware Department of Health and Social Services, Dover, DE; United States Consumer Products, Safety Commission, Washington, DC.
22. **WETLANDS/FLOOD ZONE DISCLOSURE:** If all or any portion of the Property has been designated tidal or non-tidal wetlands, this Property may be subject to federal, state and/or local government wetlands or non-tidal wetlands jurisdiction, and consequently flood delineations/determinations and flood insurance. If so, all construction and fill activities are subject to regulatory approval. Flood zone delineations/determinations, soil fill, construction, insurance, and other required approval activities are the sole responsibility of Buyer, and no other representations are made, either expressed or implied, regarding the extent to which changes can be made to the property and if residential or other structures may be placed on the subject property. Buyer may elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers and/or the Delaware Department of Natural Resources and Environmental Control.
23. **NOTICE TO THE PARTIES:** There may be a number of property characteristics, which could affect the suitability of the Property for Buyer's intended use. Therefore, Buyer may wish to have additional inspections of the Property made.
- (a) Water quantity, quality, color, odor or taste or operating conditions of public and/or private water systems.

- (b) Location, size or operating condition of on-site sewage disposal systems.
 - (c) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities, should public utilities be extended or available to the subject Property. (Buyer should consult the appropriate authorities to determine the availability of proposed future extensions or utilities).
 - (d) The physical characteristics of the Property such as size, shape, road frontage, road access, and exact location. If the subject property is part of a recorded subdivision, Buyer may review the plat upon request at the Recorder of Deeds Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the property is specifically included as a part of this Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.
 - (e) Existing zoning or permitted uses of the Property. Buyer should contact the appropriate Zoning Office and/or a licensed professional to verify zoning and permitted uses. Property may also be subject to Tax Ditch right-of-way restrictions.
 - (f) Certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision plat, environmental laws, easements or other documents; airport or aircraft noise; planned land use, road or highways; and surface or subsurface hazardous materials, underground storage tanks, landfill or trash disposal sites. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.
 - (g) Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.
24. **RESTRICTIVE COVENANTS/HOMEOWNERS ASSOCIATION:** This Property may be subject to restrictive covenants and/or a homeowners' association which may limit Buyer's use and/or improvements upon the Property. Unless made a contingency of this Contract, Buyer acknowledges that they have received and reviewed the recorded restrictions or waived their right to do so before they signed this Contract and that they agree to be bound by the restrictions. Should this property be subject to a Homeowners Association Buyer acknowledges that certain mandatory fees may be imposed and agrees to be bound by the rules and regulations of such Homeowners Association.
25. **BUYER'S DEFAULT:** If Buyer fails to deliver any payment or additional deposit, knowingly furnishes false or incomplete information to Seller, or violates or fails to perform any of the terms or conditions of this Contract, then Seller shall have the right and option to cancel this Contract and to retain any deposit money as liquidated damages for such default by Buyer, or exercise any legal or equitable right or remedy to which Seller may be entitled and in connection therewith to apply any deposit money either on account of the Purchase Price or an account of damages, as Seller may elect.

26. **SELLER'S DEFAULT:** If Seller shall, for some reason not excused herein, fail or refuse to perform Seller's obligation to Buyer, and Buyer shall not also be in default, Buyer shall either have all monies paid herein on account of the Purchase Price, including the deposit paid directly to Seller (together with such reasonable costs incurred in preparation for settlement), refunded forthwith, whereupon all rights and obligations herein shall cease and terminate, or Buyer shall have the right to seek any remedy and maintain any action against Seller to which Buyer may be entitled whether at law or in equity.
27. **UTILITY CONNECTION FEES/BUILDING TAX:** Notice to Buyer: If Buyer builds on or improves the Property being purchased herein, Buyer may be responsible for other fees to city, county, or state authorities, as well as private utility companies, for connecting the Property to utilities (sewer, water, electric, etc.) Buyer may also be responsible for realty transfer taxes on the value at cost of construction of improvements on property when the contract for construction is entered into within one year of the transfer of the underlying land. (30 Del C Chapter 54 § 5401 and 5402) These taxes would be required to be paid as a precondition of obtaining a building permit, and any adjusted amount required prior to being issued a certificate of occupancy pursuant to any state and/or local government codes.
28. **AGRICULTURAL USE:** This Property may be in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. If this is the case it can be anticipated that such agricultural uses and activities may now, or in the future, involve noise, dust, manure, and other odors, the use of agricultural chemicals, and nighttime farming operations. The use and enjoyment of this Property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities. In certain instances governmental authorities require a deed restriction to this effect when properties are located in the vicinity of land used for agricultural purposes.
29. **NOTICES:** Any notice under this Contract shall be in writing and shall be deemed to have been given when (i) delivered in person, (ii) sent by facsimile to the fax number listed below (if any) (provided that such notice is also sent the same day by U.S. first class mail, postage prepaid, addressed to the parties as set forth below), (iii) delivered by Federal Express or other reputable overnight courier service, or (iv) Three (3) days after same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Buyer: _____

**Buyer's Initials
 as to all
 Seller's Initials
 as to all**

Seller: Sussex County
 2 The Circle
 P.O. Box 589 Georgetown,
 DE 19947
 Attention: Todd F. Lawson

With a copy to: J. Everett Moore, Jr., Esquire Moore
& Rutt, P.A.
122 West Market Street
P.O. Box 554
Georgetown, DE 19947

30. **TIME IS OF THE ESSENCE.** Buyer acknowledges that time is of the essence with respect to each term of this Contract.

31. **MISCELLANEOUS:**

- (a) The paragraph captions are for convenient reference only and are not intended to limit or enlarge the substance of this Contract.
- (b) The singular forms "Buyer" and "Seller" are used in this Contract solely as a convenience and are intended to include all parties who are Buyers or Sellers. Where applicable and when necessary, when referring to the parties, the singular shall include the plural and the plural shall include the singular.
- (c) Buyer and Seller agree that they have read and fully understand this Contract, including the Seller's Disclosure of Real Property Condition Report, Lead-Based Paint Disclosure and Radon Disclosure (if applicable), that it contains the entire agreement between them and that they do not rely on any other written or oral representation of statement not expressly written in this Contract, including any statement or fact or opinion contained in any advertisement, listing agreement, multiple listing description or multiple listing information sheet or made by Seller, any broker, salesperson, or any agent or employee of any of them.
- (d) If settlement does not take place Buyer and Seller shall each be responsible to pay for services ordered on their behalf, unless otherwise provided for herein.
- (e) The parties hereto agree to execute and deliver any other instrument(s) or document(s) that may be necessary or convenient to carry into effect the provisions of this Contract, and the parties agree to otherwise cooperate in good faith as may be necessary to complete the settlement contemplated herein.
- (f) This Contract may not be modified or changed except by written instrument executed by all parties.
- (g) Buyer may assign its rights under this Contract with Seller's prior written consent which shall not be unreasonably withheld.
- (h) The Tax Identification Numbers of Seller and Buyer shall be provided when requested by the title company.
- (i) Any and all other documents required to be executed by the title company in order for them to issue title insurance covering the Premises at standard rates and with only the Permitted Exceptions.

(j) This Contract shall be governed by and construed under the laws of the State of Delaware.

(k) This Contract shall be binding not only upon the parties themselves, but upon their heirs, executors, administrators, successors or assigns as well.

(l) This Contract is not binding until signed by and delivered to all parties.

(m) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.

32. **FINAL ACCEPTANCE:** This Contract is not binding until it has been approved by the Sussex County Council and has been signed by and delivered to all parties.

IN WITNESS WHEREOF, the Buyer and Seller have hereunto set their hands and seals on the respective dates set forth below.

BUYER:

Witness

_____(SEAL)

Print Name of Buyer

Date

Witness

_____(SEAL)

Print Name of Buyer

Date

SELLER:

SUSSEX COUNTY, a political subdivision of the State of Delaware

Witness

By: _____(SEAL)

Todd F. Lawson, Sussex County Administrator

Date

Exhibit B
Seller's Disclosure of Real Property Condition Report



**SELLER'S DISCLOSURE OF REAL PROPERTY
CONDITION REPORT**

State of Delaware

Approved by the Delaware Real Estate Commission 5/11/17 (effective 10/1/17)

Seller(s) Name: Sussex County Council

Property Address: 133-18.00-20.00

Approximate Age of Building(s): Unknown **Date Purchased:** 2022

Chapter 25, Title 6 of the Delaware Code, requires a Seller of residential property to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. Residential property means any interest in a property or manufactured housing lot, improved by dwelling units for 1-4 families. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission, and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer; material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement. State websites containing helpful information include: Office of State Planning Coordination www.stateplanning.delaware.gov, Delaware Department of Natural Resources and Environmental Control dnrec.alpha.delaware.gov, Delaware Division of Public Health www.dhss.delaware.gov/dhss/dph, Delaware State Police Sex Offender Registry www.sexoffender.dsp.delaware.gov and other agencies listed on www.delaware.gov.

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
			I. OCCUPANCY
	X		1. Do you currently occupy this property full-time? If No, how long has it been since you occupied the property? _____ . Property is your: (___ Primary Residence) (___ Second / Vacation Home) (___ Rental Property) (___ Inherited Property) (___ Other _____).
	X		2. Is the property encumbered by a (___ lease), (___ option to purchase), or (___ first right of refusal)? If Yes, describe in XVI.
		X	3. If the property is leased, have all necessary permits / licenses been obtained?
	X		4. Is the property new construction?
			5. If #4 is Yes, Seller warrants that the property (___ is) or (___ is not) exempt from providing the buyer with a Public Offering Statement as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If not exempt, in compliance with §317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any financial obligation for the buyer, and a written summary of all financial obligations created by documents in the chain of title. As evidenced by signature below, buyer has received a copy of these documents.

Page 1 of 7 Property Address: 29195 Conaway Rd. Millsboro, DE. 19966

Seller's Initials L Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
			II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS / CONDOMINIUMS AND CO-OPS
	X		6. Is the property subject to any deed restrictions? If Yes, describe in XVI.
	X		7. Are you in violation of any deed restrictions at this time? If Yes, describe in XVI.
	X		8. Is the property subject to any agreements concerning affordable housing or workforce housing?
	X		9. Is the property subject to any private or public architectural review control other than building codes?
	X		10. Is the property part of a condominium or other common ownership?
	X		11. Is there a (<input type="checkbox"/> Homeowners Association), (<input type="checkbox"/> Condominium Association), (<input type="checkbox"/> Civic Association), or (<input type="checkbox"/> Maintenance Corporation) included in the deed?
	X		12. Is there a capital contribution fee due by a new owner to the Association? If yes, how much _____?
		NA	13. If #11 is Yes, are there any (<input type="checkbox"/> fees), (<input type="checkbox"/> dues), (<input type="checkbox"/> assessments), or (<input type="checkbox"/> bonds) involved? If Yes, how much? _____ and how often? _____.
	X		Are they (<input type="checkbox"/> Mandatory) or (<input type="checkbox"/> Voluntary)?
	X		14. Are there any unpaid assessments? If Yes, indicate amount _____. If Yes, describe in XVI.
	X		15. Has there been a special assessment in the past 12 months? If Yes, describe in XVI.
	X		16. Have you received notice of any new or proposed increases in fees, dues, assessments, or bonds? If Yes, describe in XVI.
	X		17. Is there any condition or claim which may result in an increase in assessments or fees? If Yes, describe in XVI.
			18. Management Company Name: _____
			19. Representative Name: _____ Phone # _____
			20. Representative E-mail Address: _____
			III. TITLE / ZONING INFORMATION
		NA	21. Does the amount owed on your mortgages and other liens exceed the estimated value of the property? If Yes, are additional funds available from Seller for settlement? _____
			22. Is your property owned (<input checked="" type="checkbox"/> In fee simple) or (<input type="checkbox"/> Leasehold) or (<input type="checkbox"/> Cooperative)?
X			23. Are there any right-of-ways, easements, or similar matters that may affect the property? If Yes, describe in XVI.
	X		24. Are there any shared maintenance agreements affecting the property? If Yes, describe in XVI.
	X		25. Are there any variance, zoning, non-conforming use, or setback violations? If Yes, describe in XVI.
		NA	26. Has the variance or non-conforming use expired or would not be transferable? If Yes, describe in XVI.
X			27. Has a title policy been issued on the property in the past 5 years?
			IV. MISCELLANEOUS
	X		28. Have you received notice from any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? If Yes, describe in XVI.
	X		29. Is there any existing or threatened legal action affecting this property? If Yes, describe in XVI.
	X		30. Are there any violations of local, state, federal laws, or regulations relating to this property? If Yes, describe in XVI.
	X		31. Does your current real estate tax amount reflect any non-transferrable exemptions – discounts?
	X		32. Is there anything else you should disclose to a prospective Buyer because it may materially and adversely affect the property, e.g., zoning changes, road changes, proposed utility changes, threat of condemnation, noise, bright lights, odors, or other nuisances, etc.? If Yes to any, describe in XVI.
		U	33. Are all the exterior door locks in the house in working condition? If No, describe in XVI.
		U	34. Will keys be provided for each lock?
		U	35. Have you had, or do you now have, any animals (pets) in the house? If yes, what type? _____
		U	36. Is there or has there ever been a (<input type="checkbox"/> swimming pool), (<input type="checkbox"/> hot tub), (<input type="checkbox"/> spa), or (<input type="checkbox"/> whirlpool) on the property? If Yes and there are any defects describe in XVI.
		NA	37. If there is a pool, does it conform to all local ordinances? If No, describe in XVI.
			38. What is the type of trash disposal? (<input checked="" type="checkbox"/> Private), (<input type="checkbox"/> Municipal) or (<input type="checkbox"/> Other _____).

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Seller's Initials L Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
			39. The cost of repairing and paving the streets adjacent to the property is paid for by: <input type="checkbox"/> The property owner(s), estimated fees: \$ _____ <input type="checkbox"/> Delaware Department of Transportation or the State of Delaware <input type="checkbox"/> City or Town <input type="checkbox"/> Other <input type="checkbox"/> Unknown Note to Buyer: Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)
X			40. Is off street parking available for this property? If Yes, number of spaces available: _____
			V. ENVIRONMENTAL HAZARDS
		U	41. Are there now or have there been any underground storage tanks on the property? For (<input type="checkbox"/> heating fuel), (<input type="checkbox"/> propane), (<input type="checkbox"/> septic), or (<input type="checkbox"/> Other _____). If Yes, describe locations in XVI.
		U	42. If the tank was abandoned, was it done with all necessary permits and properly abandoned?
		U	43. Are asbestos-containing materials present? If Yes, describe in XVI.
		U	44. Are there any lead hazards? (e.g., lead paint, lead pipes, lead in soil.) If Yes, describe in XVI.
	X		45. Has the property been tested for toxic or hazardous substances? Attach each test report, if available.
		U	46. Has the property ever been tested for mold, if Yes, provide the test results.
		U	47. Is there currently mold in the property? If Yes, describe in XVI.
		U	48. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? If Yes, describe in XVI.
			VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)
		U	49. Is there fill soil or other fill material on the property?
		U	50. Are there any sliding, settling, earth movement, upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood? If Yes, describe in XVI.
		U	51. Is any part of the property located in (<input type="checkbox"/> a flood zone) and / or (<input type="checkbox"/> a wetlands area)?
		U	52. Are there any drainage or flood problems affecting the property? If Yes, describe in XVI.
	X		53. Do you carry flood insurance? Agent: _____ Policy # _____
		NA	54. If # 53 is Yes, what is the annual cost of this policy? _____
	X		55. Have you made any insurance claims on the property in the past 5 years? If Yes, describe in XVI.
		U	56. Does the property have standing water in front, rear, or side yards for more than 48 hours after raining?
		U	57. Are there encroachments or boundary line disputes affecting the property? If Yes, describe in XVI.
	X		58. Are there any tax ditches crossing or bordering the property?
	X		59. Are there any swales crossing the property that are under the control of a Soil and Conservation District? If Yes, describe in XVI.
X			60. Has the property ever been surveyed?
X			61. Are the boundaries of the property marked in any way?
			VII. STRUCTURAL ITEMS
	X		62. Have you made any additions or structural changes? If Yes, describe in XVI.
		NA	63. If Yes, was all work done with all necessary permits and approvals in compliance with building codes?
		U	64. Is there any movement, shifting, or other problems with walls or foundations? If Yes, describe in XVI.
		U	65. Have the property or improvements thereon, ever been damaged by (<input type="checkbox"/> fire), (<input type="checkbox"/> smoke), (<input type="checkbox"/> wind), or (<input type="checkbox"/> flood)? If Yes, describe in XVI.
	X		66. Was the structure moved to this site? (<input type="checkbox"/> Double Wide) (<input type="checkbox"/> Modular) (<input type="checkbox"/> Other: _____)
		U	67. Is there any (<input type="checkbox"/> past) or (<input type="checkbox"/> present) water leakage in the house? If Yes, describe in XVI.
		U	68. Are there any problems with (<input type="checkbox"/> driveways), (<input type="checkbox"/> walkways), (<input type="checkbox"/> patios), or (<input type="checkbox"/> retaining walls) on the property? If Yes, describe in XVI.
		U	69. Have there been any repairs or other attempts to control the cause or effect of problems described in questions 67 and 68? If Yes, describe in XVI.
			70. Is there insulation in:
		U	The ceiling / attic?
		U	The exterior walls?
		U	Other places? Describe _____

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Seller's Initials L Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
		U	What type(s) of insulation does your property have? _____
		U	71. Are there any drywall issues or drywall smells? If Yes, describe in XVI.
			VIII. TERMITES, DRYROT, PESTS
		U	72. Is there, or has there been, any infestation by termites or other wood destroying insects? If Yes, describe in XVI.
		U	73. Is there or has there been any damage to the property caused by (___ termites), (___ other wood destroying insects), (___ pests), or (___ dry rot)? If Yes, describe in XVI.
		U	74. Has there been any termite or other wood destroying insect inspections made on the property subsequent to your purchase? If Yes, describe in XVI.
		U	75. Has there been any pest control inspections made on the property subsequent to your purchase. If Yes, describe in XVI.
		U	76. Has there been any termite or wood destroying insect treatments made on the property? If Yes, describe in XVI.
		U	77. Has there been any pest control treatments made on the property? If Yes, describe in XVI.
		NA	78. Is your property currently under warranty, or other coverage, by a professional pest control company? If Yes, name of exterminating company: _____
			IX. BASEMENT AND CRAWL SPACES
		U	79. Does the property have a sump pump? If Yes, where does it drain? _____
		U	80. Is there any water leakage, accumulation, or dampness within the basement or crawlspace?
		U	81. Has there been any repairs or other attempts to control any water or dampness problem in the basement or crawlspace? If Yes, describe in XVI.
		U	82. Are there any cracks or bulges in the floor or foundation walls? If Yes, describe in XVI.
			X. ROOF
		NA	83. Date last roof surface installed: _____
		U	84. How many layers of roof material are there (e.g., new shingles over old shingles)? _____
		U	85. Are there any problems with the roof, flashing, or rain gutters? If Yes or repaired under your ownership, explain in XVI.
		NA	86. If under warranty, is warranty transferable?
		U	87. Where do your gutters drain? (___ Surface) (___ Drywell) (___ Storm Sewers) (___ Other _____)
			XI. PLUMBING-RELATED ITEMS
			88. What is the drinking water source? <u>Well</u>
		NA	89. If drinking water supplied by utility, name of utility: _____
		U	90. What type of plumbing (copper, lead, cast iron, PVC, polybutylene, galvanized, unknown) is in the house? 1. Water supply _____ 2. Drainage _____
		U	91. Have there been any additions / upgrades to the original service? If Yes, describe in XVI.
		U	92. If any, was the work done by a licensed contractor?
		NA	93. If Yes to above, were the required permits obtained?
		U	94. If your drinking water is from a well, when was your water last tested and what were the results of the test? Tested on: _____, Results: _____
		U	95. When was well installed? _____ Location of well? _____ Depth of well? _____
		U	96. Is there a water treatment system? If Yes, (___ Leased) or (___ Owned)?
			97. What is the type of sewage system? (___ Public Sewer) (___ Community Sewer) (___ Septic System) (<input checked="" type="checkbox"/> Cesspool) (___ Other _____)
		NA	98. If a septic system, type: (___ Gravity Fed) (___ Capping Fill) (___ LPP) (___ Mound) (___ Holding Tank) (___ Other: _____)
		U	99. Has the septic system been pumped out by a Class F contractor and inspected by a Class H inspector within the past 36 months?
	X		100. Is there a wastewater spray irrigation system installed on or adjacent to the property?
		U	101. Has a soil / site evaluation ever been done? If Yes, when? _____ Results? _____
		U	102. Any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related items? If Yes, describe in XVI.

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Seller's Initials L Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.
		U	103. Are there any shut off, disconnected, or abandoned wells, underground water, or sewer tanks on the property? If Yes, describe locations in XVI.
		NA	104. If #103 is Yes, were they abandoned with all necessary permits and properly abandoned?
		U	105. Water heater type: (<input type="checkbox"/> Electric) (<input type="checkbox"/> Oil) (<input type="checkbox"/> Gas) or (<input type="checkbox"/> Other: _____)
XII. HEATING AND AIR CONDITIONING			
		U	106. How many heating and / or air conditioning zones are in the property? _____. If more than one, indicate the zone number next to each answer in this section and provide the answer for each zone.
		U	107. What is the type of heating system and fuel? (e.g., System: forced air, heat pump, hot water, baseboard. Fuel: oil, gas, electric, solar etc.) System: _____ Fuel: _____
		U	108. Age of furnace? _____ Date of last service? _____
	X		109. Are there any contractual obligations affecting the fuel supply, tanks, or systems? If Yes, describe in XVI.
		U	110. What is the type of air conditioning system? (e.g., central, window units) _____
		U	111. Age of air conditioning system? _____ Date of last service? _____
		U	112. Has there been any additions / upgrades to the original heating or air conditioning? If Yes, describe in XVI.
		NA	113. If question 112 is Yes, was work done by a licensed contractor?
		NA	114. If Yes to the above, were the required permits obtained?
		U	115. Are there any problems with the heating or air conditioning systems? If Yes, describe in XVI.
XIII. ELECTRICAL SYSTEM			
		U	116. What type of wiring is in the house? (copper, aluminum, other, etc.) _____
		U	117. What amp service does it have? (<input type="checkbox"/> 60) (<input type="checkbox"/> 100) (<input type="checkbox"/> 150) (<input type="checkbox"/> 200) (<input type="checkbox"/> Other: _____) Do you have (<input type="checkbox"/> Circuit Breakers) or (<input type="checkbox"/> Fuses)?
		U	118. Does it have any 220 / 240-volt circuits?
		U	119. Do fuses blow or circuit breakers trip when two or more appliances are being used at the same time? If Yes, describe in XVI.
		U	120. Have there been any additions to the original service?
	X		121. Have any (<input type="checkbox"/> solar) and / or (<input type="checkbox"/> wind power) enhancements been made to supplement service?
		NA	122. If Yes to questions 120 or 121, was work done by a licensed electrician?
		NA	123. If Yes to the above, were the required permits obtained?
		U	124. Are there wall switches, light fixtures, or electrical outlets in need of repair? If Yes, explain in XVI.
		NA	125. Are the permits associated with questions 63, 93, 114, and 123 closed?
XIV. FIREPLACE OR HEATING STOVE			
		U	126. Fireplace Type: (<input type="checkbox"/> Wood Burning) (<input type="checkbox"/> Gas) (<input type="checkbox"/> Insert) (<input type="checkbox"/> Other: _____)?
		U	127. Heating Stove type: (<input type="checkbox"/> Wood Burning) (<input type="checkbox"/> Pellet) (<input type="checkbox"/> Other: _____)?
		U	128. Was the fireplace or heating stove part of the original house design?
		U	129. Was the fireplace or heating stove installed by a professional contractor or manufacturer's representative?
		NA	130. Are there any problems? If Yes, explain in XVI.
		U	131. When were the flues / chimneys last cleaned, serviced or repaired? _____ Explain nature of service or repair in XVI.

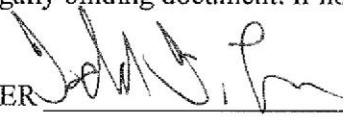
XV. MAJOR APPLIANCES AND OTHER ITEMS

(A) Are you aware of any problems affecting the following areas? If Yes, describe in XVI.

	Yes	No	NA		Yes	No	NA
Ceilings		X		Exterior Walls		X	
Floors		X		Interior Walls		X	
Patios / Decks / Porches			U	Windows		X	
				Driveways		X	
				Outside Walkways		X	

ACKNOWLEDGMENT OF SELLER

Seller has provided the information contained in this report. This information is to the best of Seller's knowledge and belief is complete, true, and accurate. Seller has no knowledge, information, or other reason to believe that any defects or problems with the property have been disclosed to, or discussed with, any Real Estate Agent or Broker involved in the sale of this property, other than those set forth in this report. Seller does hereby indemnify and hold harmless any Real Estate Agent involved in the sale of this property from any liability incurred as a result of any third-party reliance on the disclosures contained herein, or on any subsequent amendment hereto. Seller's Broker and / or Cooperating Broker, if any, is / are hereby authorized to furnish this report to any prospective Buyer. This is a legally binding document. If not understood, an attorney should be consulted.

SELLER  Date July 29, 2022 SELLER _____ Date _____

SELLER _____ Date _____ SELLER _____ Date _____

Date the contents of this Report were last updated: July 29, 2022

ACKNOWLEDGMENT OF BUYER

Buyer is relying upon the above report, and statements within the Agreement of Sale, as the representation of the condition of property, and is not relying upon any other information about the property. Buyer has carefully inspected the property and Buyer acknowledges that Agents are not experts at detecting or repairing physical defects in property. Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. Unless stated otherwise in my contract with Seller, the property is real estate being sold in its present condition, without warranties or guarantees of any kind by Seller or any Agent. Buyer has received and read a signed copy of this report. Buyer may negotiate in the Agreement of Sale for other professional advice and / or inspections of the property. Buyer understands there may be projects either planned or being undertaken by the State, County, or Local Municipality which may affect this property of which the Seller has no knowledge. Buyer further understands that it is Buyer's responsibility to contact the appropriate agencies to determine whether any such projects are planned or underway. If Buyer does not understand the impact of such project(s) on the property being purchased, Buyer should consult with an Attorney. Buyer understands that before signing an Agreement of Sale, Buyer may review the applicable Master Plan or Comprehensive Land Use Plan for the County and / or appropriate City or Town Plans showing planned land uses, zoning, roads, highways, locations, and nature of current or proposed parks and other public facilities. This is a legally binding document. If not understood, an attorney should be consulted.

BUYER _____ Date _____ BUYER _____ Date _____

BUYER _____ Date _____ BUYER _____ Date _____

Exhibit C
Lead-Based Paint Disclosure

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

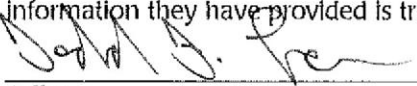
	July 29, 2022		
_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Exhibit D
Radon Disclosure



RADON Rights, Risks and Remedy for the Home Buyer

This information has been compiled by the Delaware Department of Health and Social Services' Division of Public Health (DPH) in conjunction with the Delaware Real Estate Commission to comply with Chapter 25, Title 6, Delaware Code §2572A - Radon Testing and Disclosure.

What are my rights regarding radon and purchasing a home? A buyer of a home in Delaware has the right to know if the property has been tested for radon and the results of that testing. This will be provided to you by a home seller on a Radon Testing and Disclosure form. The buyer also has the right to have the property tested for radon prior to settlement. The testing request can be added to an offer to purchase as a radon contingency.

What is radon? Radon is a radioactive gas. It is colorless, odorless, tasteless, and chemically inert. Unless a test is performed, there is no way to determine if and how much radon might be present in a home. It is formed by the natural radioactive decay of uranium in rock, soil, and water. Low levels of uranium occur widely in Earth's crust and can be found in all 50 states. Once produced, radon moves through the ground to the air above.

What health effects are associated with radon exposure? The Surgeon General has warned that radon is the second leading cause of lung cancer in the United States. There is currently no conclusive data on whether children are at greater risk than adults from radon. If you smoke and you are exposed to elevated radon levels, your risk of lung cancer is elevated further.

What is the "acceptable" level of radon in air? Since radon is a known human carcinogen, the U.S. Environmental Protection Agency (EPA) states that any radon exposure carries some risk. EPA recommends homes be fixed if an occupant's long-term exposure will average 4 picocuries per liter (pCi/l) or higher.

Why should I test my home for radon? Any home could have radon. Nearly one out of every 12 homes in Delaware has a radon level of 4 pCi/L or greater. The chances of elevated radon are greater in the northern half of the state and slightly lower in the southern half. The U.S. average radon-in-air level in single family homes is 1.3 pCi/L. Outdoor air that is drawn into a home can contribute to the indoor radon level. The average outdoor air level is about 0.4 pCi/L and higher in some areas. The way to know if your home, or the home you wish to purchase, has radon is to test.

What can be done to reduce radon in a home? There are several methods that a contractor can use to lower radon levels in your home. In most cases, simple systems using an underground pipe and an exhaust fan are used to reduce radon. Such systems called "sub-slab depressurization" do not require major changes to your home. These systems remove radon gas from below the home and vent it above the roof where it is quickly diluted. Similar systems can also be installed in houses with crawl spaces. Radon contractors use other methods that may also work in your home.

For additional information, visit the following websites:

Delaware Division of Public Health
Environmental Protection Agency
National Safety Council
World Health Organization
National Cancer Institute

www.dhss.delaware.gov/dhss/dph/hsp/healthyhomesradon.html
www.epa.gov/radon/
www.nsc.org/library/facts/radon/htm
www.who.int/mediacentre/factsheets/fs291/en/
www.cancer.org/cancertopics/factsheet/Risk/radon

Or you may contact the Delaware Division of Public Health, Health Systems Protection, Radon Program, located at 417 Federal Street, Dover, DE 19901; phone (302) 744-4546.



RADON DISCLOSURE
Required by Chapter 25, Title 6, Section 2572A of the
Delaware Code

Property Address: 29195 Conaway Rd. Millsboro, DE. 19966

Seller's Disclosure

Delaware law requires that the seller of any interest in residential real property that includes a dwelling must provide the buyer with any information about any known radon. Sellers also must disclose any tests or inspections for radon in the seller's possession.

The seller(s) must answer the following questions and provide the required information:

- 1. Are you aware of the presence of radon in the property identified above?
Yes No (circle one)
- 2. Are you aware of any radon tests or inspections that have been performed on the property identified above?
Yes No (circle one)
- 3. If you responded "yes" to Question 2 above, have you provided the buyer(s) with copies of all radon tests and/or inspection reports in your possession? Yes No (circle one)
- 4. Identify each report referred to in Question 3, including the date of each report:

By signing this form, the seller(s) acknowledge(s) the following:

I/we have been informed of my/our obligation and am/are aware of my/our responsibility to comply with Delaware law regarding radon disclosure, as provided in Title 6, Chapter 25, Section 2572A of the Delaware Code.

John V. Pa July 27, 2022
Seller Date Seller Date

Buyer's Acknowledgement

Delaware law requires that every buyer of any interest in residential real property that includes a dwelling must be notified that the property may present the potential for exposure to radon.

By signing this form, the buyer(s) acknowledge(s) the following:

- 1. I/we have received the *Radon Rights, Risks and Remedy for Home Buyer* document, which describes the potential hazards of exposure to radon, testing for radon and remediation.
- 2. I/we have the option to have the property identified above tested for radon.
- 3. I/we have received copies of all radon tests and/or inspection reports identified in Item 4 of the Seller's Disclosure above.

Buyer Date Buyer Date

PROPERTY FACT SHEET

SEALED BID DEADLINE: August 29, 2022 at 3:00 P.M.

PROPERTY LOCATION: 29195 Conaway Rd., Millsboro, DE 19966 (Sussex County Tax Parcel No. 133-18.00-20.00)

ACREAGE: 1.497 acres, more or less

IMPROVEMENTS: Dwelling, with numerous outbuildings

DESCRIPTION: 1.497 acres with buildings historically used for agriculture/farming

UTILITIES: Private

WASTEWATER DISPOSAL: Cesspool

WATER: Well

ZONING: AR-1

FLOOD MAP NUMBER: 10005C0450L

TAX MAP: 133-18.00-20.00

PROPERTY ACCESS: No direct access off Conaway Road. Buyer to obtain DelDOT permits and approvals following settlement and construct entrance at Buyer's own expense.

PICTURES OF PROPERTY





