



## SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT VACANT LAND ZONED FOR RESIDENTIAL USE ONLY

State of Delaware

Approved by the Delaware Real Estate Commission (effective May 1, 2024)

Seller (s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Date Purchased: \_\_\_\_\_

**Chapter 25, Title 6 of the Delaware Code**, requires a Seller of vacant land zoned for residential use, and marketed as appropriate for the construction of a dwelling for 1-4 families, 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. 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 <https://www.stateplanning.delaware.gov/>, Delaware Department of Natural Resources and Environmental Control <https://dnrec.alpha.delaware.gov/>, Delaware Division of Public Health [www.dhss.delaware.gov/dhss/dph](http://www.dhss.delaware.gov/dhss/dph), Delaware State Police Sex Offender Registry [www.sexoffender.dsp.delaware.gov](http://www.sexoffender.dsp.delaware.gov), Federal Community Flood Maps <https://msc.fema.gov/portal/home>, and other agencies listed on [www.delaware.gov](http://www.delaware.gov)

### **Seller shall answer all the following questions based on Seller's knowledge of the property.**

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 VIII. Seller shall answer all the following questions based on Seller's knowledge of property.
			<b><u>I. LEASE, OPTION, OR FIRST REFUSAL</u></b>
			1. Is the property encumbered by a (___ rental/lease), (___ option to purchase), or (___ right of first refusal)? <b>If yes, describe in VIII.</b>
			<b><u>II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS</u></b>
			2. Is the property subject to any deed restrictions? (e.g., rental restrictions, pet restrictions, fence requirements, etc.) <b>If yes, describe in VIII.</b>
			3. Is the property part of a condominium or cooperative (Co-op) ownership?
			4. If #3 is yes, Seller warrants that the property (___ is) or (___ is not) exempt from providing the buyer with a <b>Public Offering Statement</b> 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 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.
			5. Is there a (___ Homeowners Association), (___ Condominium Association), (___ Cooperative (Co-op), (___ Civic Association), or (___ Maintenance Corporation)?

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Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Yes	No	*	
			<p><b>* 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 VIII.</b></p> <p><b>Seller shall answer all the following questions based on Seller's knowledge of property.</b></p>
			6. If #5 is yes, are there any (___ Fees), (___ Dues), or (___ Assessments) involved? If yes, how much? _____; Frequency of payments: (___ Monthly), (___ Quarterly), (___ Yearly), (___ Other: _____); Are they (___ Mandatory) or (___ Voluntary)?
			7. Is there a capital contribution fee due by a new owner to the Association? If yes, how much _____?
			8. Are there any unpaid assessments including but not limited to deferred water and sewer charges for your property? If yes, how much? _____. <b>If yes, describe in VIII.</b>
			9. Have you received written notice of any new, proposed, or board discussed increases in fees, dues, assessments, or capital contributions? <b>If yes, describe in VIII.</b>
			10. Is there any defect, damage, or problem with any common elements or common areas? <b>If yes, describe in VIII.</b>
			11. Is the property subject to any private, public, or historic architectural review control other than building codes? <b>If yes, describe in VIII.</b>
			12. Management Company Name: _____
			13. Representative Name: _____ Phone # _____
			14. Representative E-mail Address: _____
			15. Are you aware of any unusual bonds or assessments for improvements that apply to this property or the surrounding area? <b>If yes, describe in VIII.</b>
			16. Is the property subject to any agreements concerning affordable housing or workforce/inclusionary housing? <b>If yes, describe in VIII.</b>
			17. Snow removal and deicing services are the responsibility of: _____.
			<b>III. <u>TITLE / ZONING INFORMATION</u></b>
			18. Are you aware of any right-of-ways, easements, or similar matters that may affect the property? <b>If yes, describe in VIII.</b>
			19. Are you aware of any shared maintenance agreements affecting the property? <b>If yes, describe in VIII.</b>
			20. Are you aware of any variance, zoning, conditional use, non-conforming use, or setback violations? <b>If yes, describe in VIII.</b>
			21. If #20 is yes, has the variance, conditional use, or non-conforming use expired or has otherwise become non-transferable? <b>If yes, describe in VIII.</b>
			22. Is your property owned (___ In fee simple) or (___ Leasehold/Ground Lease) or (___ Cooperative)?
			23. If a Leasehold/Ground Lease, what is the current lease amount? \$ _____; Frequency of payments: (___ Weekly), (___ Monthly), (___ Quarterly), (___ Yearly), (___ Other: _____) <b>Note: May be subject to change.</b>
			24. If a Leasehold/Ground Lease, when does it expire? _____
			25. Does the amount owed on your mortgages and other liens exceed the estimated value of the property?
			26. If yes, are additional funds available from Seller for settlement?
			<b>IV. <u>MISCELLANEOUS</u></b>
			27. Are you aware of any existing or threatened legal action affecting this property? <b>If yes, describe in VIII.</b>
			28. Do you know of any violations of local, state, federal laws, or regulations relating to this property? <b>If yes, describe in VIII.</b>
			29. What is the type of trash disposal? (___ Private) (___ Municipal), (___ County) or (___ Other _____).
			30. The cost of repairing and paving the streets adjacent to the property is paid for by: ___ The property owner(s), estimated fees: \$ _____ ___ Delaware Department of Transportation or the State of Delaware ___ Municipal ___ Community/HOA ___ Other ___ Unknown
			<b>Note to Buyer:</b> Repairing and repaving of the streets can be very costly. <b>(6 Delaware Code§ 2578)</b>

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Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Yes	No	*	<p><b>* 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 VIII.</b></p> <p><b>Seller shall answer all the following questions based on Seller's knowledge of property.</b></p>
			<p><b>Note to Buyer:</b> Please check HOA/local requirements concerning responsibility for sidewalk installation, replacement, repair, and snow removal.</p>
			31. Is off street parking available for this property? If yes, number of spaces available: _____
			32. Have you received notice from any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? <b>If yes, describe in VIII.</b>
			33. Have you received formal notice of any changes that may materially and adversely affect the property, e.g., zoning changes, road changes, proposed utility changes, etc.? <b>If yes to any, describe in VIII.</b>
			<b><u>V. ENVIRONMENTAL CONCERNS</u></b>
			34. Are you aware of any present or previous industrial underground storage tanks (UST) or toxic substances present on this property (structure or soil) such as PCB's, solvents, hydraulic fluid, petro chemicals, hazardous wastes, or others? <b>If yes, describe in detail in section VIII.</b>
			35. If #34 is yes, please describe remediation remedy <b>in section VIII.</b>
			36. Has the illegal manufacture, storage, or use of methamphetamines occurred on the property? <b>If yes, describe in VIII.</b>
			37. Are there now or have there been any underground storage tanks on the property? (___ Heating fuel), (___ Propane), (___ Septic), or (___ Other: _____). <b>If yes, describe locations in VIII.</b>
			38. If any tank was abandoned, was it done with all necessary permits and properly abandoned?
			39. Is there a wastewater spray irrigation system (human or agricultural) installed on or adjacent to the property?
			<b><u>VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)</u></b>
			40. Is there any fill soil or other fill material on the property?
			41. Are there sliding, settling, earth movement, upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood? <b>If yes, describe in VIII.</b>
			42. Is any part of the property located in (___ a flood zone) and/or (___ a wetlands area)?
			<b>Note to Buyer:</b> Public and/or private flood insurance options exist for most properties regardless if property is located in a flood zone. Inquire about options with a qualified insurance agent.
			43. Are there any drainage or flood problems affecting the property? <b>If yes, describe in VIII.</b>
			44. Do you know of any encroachments or boundary line disputes, affecting the property? <b>If yes, describe in VIII.</b>
			45. Are there any ditches crossing or bordering the property? <b>If yes, describe in VIII.</b>
			46. If #45 is yes, is it a tax ditch?
			47. Are there any swales crossing the property that are under the control of a Soil and Conservation District? <b>If yes, describe in VIII.</b>
			48. Has the property ever been surveyed?
			49. Are the boundaries of the property marked in any way?
			<b><u>VII. PLUMBING-RELATED ITEMS</u></b>
			50. What type of sewage system is available? (___ Public Sewer), (___ Community Sewer), (___ Septic System), (___ Other _____)
			51. If a septic system, type: (___ Gravity Fed), (___ Capping Fill), (___ LPP), (___ Mound), (___ Holding Tank), (___ Other: _____)
			52. Has a site evaluation been performed on the property in the last five years? <b>If yes, provide the evaluation.</b>
			53. Has a septic permit been obtained? <b>If yes, attach the permit.</b>
			54. What is the drinking water source? (___ Municipal), (___ County), (___ Public Utility), (___ Private Well), (___ Other: _____)
			55. If drinking water is supplied by public utility, name of utility: _____.
			56. Is there an existing well? If yes, when was it installed? _____ Location of well? _____ Depth of well? _____. <b>If more than one well, describe in VIII.</b>

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Are there additional problem, clarification, or document sheets attached? ☐ No ☐ Yes.

Number of Sheets Attached. \_\_\_\_\_

### **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 \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_

SELLER \_\_\_\_\_ Date \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_

Date the contents of this Report were last updated: \_\_\_\_\_

### **ACKNOWLEDGMENT OF BUYER**

Buyer is relying upon the above report, and statements within the Agreement of Sale, as the representation of the condition of the property, along with construction specifications from Seller and is not relying upon any other information about the property. Buyer acknowledges that Agents are not experts at detecting or repairing physical defects in property. Buyer acknowledges Seller has completed this form based upon their knowledge of the property. Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. 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 \_\_\_\_\_