

## CONDITION OF SALE PARCEL INFORMATION

Web address [www.deldot.gov/information/business/auctions/index.shtml](http://www.deldot.gov/information/business/auctions/index.shtml)

The Delaware Department of Transportation, Real Estate Section, is selling the following described property.

### PARCEL INFORMATION:

- Location: 5709 Limestone Road (Route 7) Hockessin, Delaware
- Real Estate Plot No. NC-497
- Sale includes: Vacant Land (1.347 acres +/-)
- Tax Map No. 08-03.00-057.00
- Zoning: S – UDC - Suburban
- Approved Fair Market Value: \$300,000.00
- Open House July 7, 2015 9:00 a.m. to 12:00 noon

### CONDITION OF SALE

1. **Deposit** \$10,000.00, by **certified check or cashier's check**. This check must be presented to the Department at the **TIME** of the auction for the bidder to be eligible to bid. The check is to be made payable to the Delaware Department of Transportation (DelDOT). The balance of the approved purchase price is due at time of settlement. If the **BUYER** fails to comply with the conditions of the sale, the deposit shall be forfeited. All bidders should be made aware that this sale is subject to a "right of first refusal."
2. Balance of payment due at settlement, which should occur within Ninety (90) days from the date of the Approved Sales Contract.
3. DelDOT reserves the right to accept or reject any and all offers.
4. The parcel and its contents are being sold in "**as-is**" condition and may be inspected only the day of the open house which is July 7, 2015.
5. Purchaser should check with the county regarding the existing sewer and drainage conditions.
6. The property will be subject to the following Addendum One which shall be included in the Deed to Buyer:

#### ADDENDUM ONE

Subject, nevertheless, to the following covenants, conditions and restrictions, which shall attach to and bind the property, and be the covenants running with the land, and which shall bind the Grantee, its heirs, successors and assigns:

- (i) **Preservation Efforts:** The Grantee shall, in good faith, consider preservation options for adaptive re-use and restoration of the Harmony School House Property. The Grantee will query and negotiate any sub-lease or preservation agreements with Hockessin Historical Society ("**Society**")

should they mutually agree to enter into either. Grantor will not participate in the negotiation of any preservation efforts or arrangements, nor shall it be a party to any agreement concerning the same between the Grantee and the Society.

**(ii) Salvage Efforts:** The Grantee will not remove nor significantly alter the existing structure without prior written permission of the Society except in any of the following events:

- (a) The structure is declared a public safety hazard by municipal or county officials, in the proper exercise of their authority, and ordered to be removed; or
- (b) The structure is seriously damaged due to fire, storm or other casualty so that it likely creates a public safety hazard even if it is not officially declared as such by authorities.

Prior to commencing any demolition action in accordance with (a) or (b) above, the Grantee must notify the Society of such intent and allow the Society a reasonable time to recover any historically significant features of the structure including the cupola and historical plaque as well as any other items deemed significant by the Society; provided, nevertheless, that the condition of the premises is such that it is safe to remove such items. The Society shall be solely liable for all costs associated with the removal of any item. Any notice required under this section shall be in writing and delivered to the Society by mail at such address as it may from time to time provide to the Grantee.

**(iii) Restrictions on Use:** Access to the property shall be subject to applicable law and the following:

- (a) Will be limited to the right in and right out as determined by DelDOT.
- (b) Any rezoning of the property may result in additional access restrictions.
- (c) The Grantee acknowledges that there is a missing link of sidewalk along the boundary of the property on SR 7 (Limestone Road) and that should the property's improvements and/or adaptive re-use plans be submitted to New Castle County or DelDOT, a connection across the parcel may be required as part of any access, permit, and/or land use approval.

**(iv) Enforcement Rights:** The Grantee shall coordinate and cooperate with the Society to reasonably ensure the continued existence of the present structure. However, the Grantee shall have the right to both maintain the structure and develop the site to the extent allowable under the law. Excepting the provisions in paragraph (iii) above, the Grantor hereby grants, conveys, assigns and sets over to the Society the sole right and authority to enforce these covenants, conditions and restrictions. Under no circumstances shall DelDOT be responsible either to the Society or the Grantee for the enforcement of any provision herein other than those set forth in paragraph (iii) above.

**(v) Duration:** Except for the provisions in paragraph (iii) above, and unless otherwise agreed by the Grantee and the Society, the covenants, conditions and restrictions set forth above shall remain in full force and effect for a period of (60) months commencing from the first day of the first month following the date of this deed; at the end of which period of time the said covenants, conditions and restrictions shall be void and of no further force or effect. The provisions in paragraph (iii) shall continue in full force and effect after the expiration of such (60) month period and shall bind the lands and premises conveyed herein in perpetuity.

- **SALE DATE:** July 14, 2015
- **TIME:** 10:00 A.M. LOCAL TIME
- **PLACE:** Location:  
5709 Limestone Road  
Wilmington, Delaware 19808

For further information, please contact:

**DelDOT, Right-of-Way Section  
Danny J. Skeans  
P.O. Box 778  
Dover, DE 19903**

**Telephone No. (302) 760-2239, Cell (302)-242-5074, Fax No. (302) 739-2881**