

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold: ALL THAT CERTAIN tract of land without improvements thereon known as **243 Boulder Lane, Township of Mount Joy (Upper), County of Lancaster, and Commonwealth of Pennsylvania**, as more fully set forth in the attached legal description.
2. The highest bidder shall be the Purchaser upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down 10% of the purchase money -- or furnish sureties satisfactory to the Seller -- as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.
3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of the attorney for the purchaser on or before **June 16, 2025**, (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by DEED prepared at the Purchaser's expense, good and marketable title to said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement, which is not apparent upon reasonable physical inspection, except as noted in these Conditions; and (iii) this property is zoned **Agricultural**.

The Seller represents that the property currently is enrolled in Act 319 and is assessed pursuant to 72 P.S. §§5490.130. If the Purchaser changes the use of the premises, Purchaser shall solely be responsible for any and all accrued taxes, interest and penalty imposed upon the premises pursuant to 72 P.S. §§5490.1 through 5490.13 and 72 P.S. §9122(c).

At settlement, the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. Formal tender of deed and purchase money are waived.

5. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES paid by the Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) WATER AND SEWER: This property does not currently have a well. There is no community sewage system available for this tract. A permit for an individual sewage system must be obtained pursuant to Section 7 of Pennsylvania Facilities Act (Act No. 537 of January 24, 1966, P.L. (1965) 1535; 35 P.S. 750.7). The Purchaser should contact the local authorities before signing this contract to determine the procedure and requirements for obtaining a permit to install a sewage system and have a well dug, if one has not already been obtained, and if desired by Purchaser.

(d) Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

(e) Crops are reserved through May 1, 2025. Buyer may have access to land for planting crops after execution of this Agreement.

6. POSSESSION shall be given to the Purchaser at settlement.

7. Seller will continue in force the present insurance until delivery of deed or possession to the purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible, therefore.

8. The Seller reserves the right to reject any or all bids.

9. No representations are being made by Seller as to the condition of the improvements situated on the premises and this sale is not contingent upon any desire of Purchaser, or requirements of Purchaser's mortgagee that there be satisfactory plumbing, heating, roofing, or termite inspections made prior to settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of the Purchaser.

 X (applicable if checked) Purchaser acknowledges receipt of a copy of Seller's Property Disclosure Statement, attached hereto and incorporated herein by reference.

 (applicable if checked) Executor, Administrator, Trustee or Attorney-in-Fact as Seller. Seller has never occupied the property and lacks the personal knowledge necessary to complete the Seller's Property Disclosure Statement. Seller is not aware of lead-based paint or lead-based paint hazards on the property. Buyer waives the opportunity to

conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. Seller has not had the premises, or the interior of any improvements situated on the premises tested for the presence of radon gas, lead based paint or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or qualities. This sale is not conditioned in any way upon satisfactory tests having been made prior to settlement.

_____ (applicable if checked) Residential Buildings built prior to 1978. Purchaser acknowledges receipt of a copy of Seller's Disclosure of Information and Acknowledgment concerning lead-based paint and lead-based paint hazards attached hereto and incorporated herein by reference and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

11. The premises being sold at this public sale is being sold "as is".

12. Offsite Bidding: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

(a) Online bidders must register on HiBid.com in advance of the auction and be approved to bid by Hess Auction Group.

(b) Successful bidder (telephone or online) must contact Attorney J. David Young, Jr. within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at Young & Young, Attorney's at Law, 44 South Main Street, Manheim, Pennsylvania 17042.

(c) Failure to contact Attorney J. David Young, Jr. within 24 hours OR appear at the duly arranged time to submit deposit check and fully executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.

(d) Prospective bidder accepts all terms herein.

13. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not or on what terms, the property is resold, or (b) to resell the property at public or private sale, with or without notice to the present purchaser or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

YOUNG & YOUNG
44 South Main Street
P.O. Box 126
Manheim, PA 17545
(717) 665-2207

Gilbert N. Martin

Sandra J. Martin

PURCHASER'S AGREEMENT

I/We, _____

_____,
agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to
said Conditions, for the sum of _____

_____. Dollars (\$_____).

and if I/we shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; thereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hands and seal/s this 1st day of May 2025.

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase
price, the sum of _____
_____. Dollars (\$_____).

LEGAL DESCRIPTION

ALL THOSE FOUR PURPARTS OF LAND, situate in the Township of Mount Joy, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described as follows:

PURPART NO. 1B

BEGINNING at a stone; thence by land now or late of the Estate of Monroe G. Hollinger, North sixty-eight (68) degrees West, twenty-eight and one-half ($28\frac{1}{2}$) perches to a stone; thence by lands now or late of Samuel Shearer, South thirty-nine (39) degrees West, twenty-four (24) perches to a stone; thence by land now or late of Jamie Hostetter, South sixty-one and one-half ($61\frac{1}{2}$) degrees East, nine (9) perches to a corner, South twenty-seven and one-half ($27\frac{1}{2}$) degrees West, twenty-eight and eight tenths (28.8) perches to a stone; thence by the same and property now or late of the Estate of Monroe G. Hollinger, South sixty-five and one-half ($65\frac{1}{2}$) degrees East, twenty-three and eight tenths (23.8) perches to a stake; thence by land now or late of Herman Ginder North twenty-eight and a quarter ($28\frac{1}{4}$) degrees East, fifty-four and two tenths (54.2) perches to the place of **BEGINNING**.

CONTAINING eight (8) acres and one hundred fifty-six (156) perches.

PURPART NO. 2

BEGINNING at a post; thence by land now or late of Henry Ginder, North thirty and one-half ($30\frac{1}{2}$) degrees East, thirty-two and six tenths (32.6) perches to a post; thence by land now or late of Herman G. Kreiner and Maria S. Keiner, his wife, North sixty-four (64) degrees West, nineteen and two tenths (19.2) perches to a post; thence by land now or late of Jamie Hostetter, South twenty-eight and a quarter ($28\frac{1}{4}$) degrees West, thirty-one and four tenths (31.4) perches to a post; thence by land now or late of Herman G. Kreiner and Maria S. Kreiner, his wife, South sixty-three and one-half ($63\frac{1}{2}$) degrees East, eighteen and two tenths (18.2) perches to the place of **BEGINNING**.

CONTAINING three (3) acres and one hundred eighteen (118) perches, more or less.

PURPART NO. 3

BEGINNING at a stake; thence by land now or late of Herman G. Kreiner and Maria S. Kreiner, his wife, South sixty-one and three fourths ($61\frac{3}{4}$) degrees East, twenty-eight and three tenths (28.3) perches to a stake; thence by land now or late of Henry Ginder, South nineteen and one fourth ($19\frac{1}{4}$) degrees West, forty-eight and nine tenths (48.9) perches to a cherry stump; thence by land now or late of John K. Stauffer, North sixty (60) degrees West, six and two tenths (6.2) perches to a stake; thence by land of the same, North sixty-three (63) degrees West, thirty and one tenth (30.1) perches to a stake; thence by land now or late of Jamie Hostetter, North twenty-eight and three fourths ($28\frac{3}{4}$) degrees East, forty-eight and nine tenths (48.9) perches to the place of **BEGINNING**.

CONTAINING nine (9) acres and one hundred twenty-two and twelve hundredths (122.12) perches, neat measure.

PURPART NO. 4

BEGINNING at a stone; thence by lands now or late of Henry Ginder, North thirty-nine and one-half (39 ½) degrees East, twenty-nine and eight tenths (29.8) perches to a stone; thence by land now or late of Harry Bomberger, South forty-seven and one quarter (47 ¼) degrees East, forty-two and one tenth (42.1) perches to a stone and South twenty-two and one quarter (22 ¼) degrees West, fourteen perches to a stone; thence by land now or late of Herman G. Kreiner and Maria S. Kreiner, his wife, and Samuel Shearer, respectively, North sixty-eight (68) degrees West, forty-nine (49) perches to the place of **BEGINNING**.

CONTAINING six (6) acres and thirty-six (36) perches.

TOGETHER WITH the free and uninterrupted right and privilege to use and enjoy a right-of-way of approximately sixteen (16) feet in width extending from the public road leading from Elizabethtown to Colebrook, over and through the lands now or late of Jacob B. Shearer to a point in the lands now or late of Herman G. Kreiner and Maria S. Kreiner, his wife, a distance of approximately seventeen hundred (1,700) feet.

UNDER AND SUBJECT to the right and privilege of the said Jacob B. Shearer, his heirs and assigns to the free and uninterrupted right and privilege to use and enjoy a right of way beginning at a point, a corner of where lands now or late of Jacob B. Shearer and the late Monroe G. Hollinger meet, and at the end of the above mentioned right-of-way, of the width of sixteen (16) feet and extending at right angles to the above mentioned right-of-way and over lands now or late of Monroe G. Hollinger, a distance of five hundred fifty (550) feet, more or less, to a corner; thence at right angles to the last mentioned course, over said lands now or late of Monroe G. Hollinger, a distance of about sixteen hundred twenty-five (1,625) feet, more or less, to a public road leading to the Manheim Road. The foregoing right of ways are fully described in an agreement between Jacob B. Shearer and Monroe H. Hollinger, dated March 29, 1917, and recorded in the Office of the Recorder of Deeds in and for Lancaster County, in Deed Book I, Volume 24, Page 396.

BEING PURPART NOS. 1B, 2, 3, & 4 OF THE SAME PREMISES which Homer Z. Ginder and Annie K. Ginder, husband and wife, by deed dated April 6, 1988, and recorded April 7, 1988, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Record Book 2361, Page 299, granted and conveyed unto Gilbert N. Martin and Sandra J. Martin, husband and wife, their heirs and assigns.