

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 with improvements thereon erected known as **1317 Canterbury Drive, Township of Rapho, 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 **December 4, 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 **R2 – Mixed Residential Zone**.

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 RENT shall be paid by Seller to date of settlement or prior delivery of possession.

(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.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances: gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property – except:

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

8. 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.

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

10. 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.

11. 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.

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

13. 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, Attorneys at Law, 44 South Main Street, Manheim, Pennsylvania 17545.

(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.

14. 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
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(717) 665-2207

Roger Garber, Attorney-in-Fact for
Martha S. Garber

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 20th day of October 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 THAT CERTAIN tract of land at the southeasterly corner of the intersection of Canterbury Drive and Worthington Drive, in the Township of Rapho, County of Lancaster, and Commonwealth of Pennsylvania, being Lot No. 154, Block D, on a layout plan (Sheet No. 16 of 80) bearing revised plan date of July 15, 2004, prepared for Elm Tree Properties, LLC, by Lake Roeder Hillard & Associates, Civil Engineers, Land Surveyors, and Landscape Architects, Project No. 545000, said plan being recorded in Recorder of Deeds Office of Lancaster County in Subdivision Plan Book J-221, Page 45, and all the same being more fully bounded and described as follows:

BEGINNING at the northeasterly corner of the herein described lot, a point on the southerly right-of-way line of Worthington Drive, (a 44 feet wide street), said point being the northwesterly corner of Lot No. 127; thence along said Lot No. 127, South 32 degrees 04 minutes 33 seconds East, a distance of 43.30 feet to a point at the northeasterly corner of Lot No. 155; thence along Lot No. 155, South 57 degrees 55 minutes 27 seconds West, a distance of 106.23 feet to a point on the said right-of-way line of Canterbury Drive, (a 44 feet wide street); thence along the northeasterly right-of-way line, North 31 degrees 23 minutes 55 seconds West, a distance of 76.56 (erroneously shown on the recorded plan as 76.59 feet) to a point; thence along the arc of a twelve feet radius curve to the right connecting the northeasterly right-of-way line of Canterbury Drive with the southerly right-of-way line of Worthington Drive, 18.14 feet to a point, a chord distance of 16.46 feet and said curve subtended by a bearing of North 11 degrees 54 minutes 02 seconds East (erroneously shown on the recorded plan as 18.44 feet, a chord distance of 16.68 feet and bearing North 12 degrees 36 minutes 53 seconds East); thence along the southerly right-of-way line of Worthington Drive the following two courses and distances: (1) along the arc of a 58 feet radius curve to the right, 34.19 feet to a point, a chord distance of 33.70 feet and said curve subtended by a bearing of North 72 degrees 05 minutes 18 seconds East, and (2) North 88 degrees 58 minutes 37 seconds East, a distance of 71.46 feet to the point of **BEGINNING**.

CONTAINING 7,604 square feet to deed line, more or less.

SUBJECT to the responsibility to reserve the following easements that are located on the herein described lot:

1. A snow removal easement at the northwesterly corner of the lot.
2. A utility/drainage easement located adjacent to the right-of-way lines of Worthington Drive and Canterbury Drive.
3. A common parking easement located adjacent to a portion of the southerly right-of-way line of Worthington Drive.

The locations of the easements are more fully shown and described on the layout plan and rights and responsibilities for the use and protection of the easements are outlined in the plan notes as listed on the plan notes sheet (Sheet No. 1A).

BEING THE SAME PREMISES which Larry C. Dombach, Inc., a Pennsylvania Corporation, by deed dated August 27, 2012, and recorded September 5, 2012, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Instrument Number 6020702, granted and conveyed unto James M. Garber and Martha S. Garber, husband and wife, their heirs and assigns.

AND THE SAID James C. Garber died April 28, 2025, whereupon title and fee vested into the said Martha S. Garber, by right of survivorship.