

CONDITIONS OF SALE

1109 Indian Marker Road, Manor Township, Conestoga, Pennsylvania

The Conditions of the present public sale to be conducted this **21st** day of **May, 2026** are as follows:

The property to be sold is known as **1109 Indian Marker Road, Manor Township, Lancaster County, Pennsylvania, Property ID #410-11098-0-0000** as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

1. The highest bidder shall be the Purchaser¹ 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 to Seller a sum equal to ten percent (10%) of the Purchase Price as security for performance of this Agreement (the "Deposit"). If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

2. The balance of the Purchase Price shall be paid at a closing to be held on or before **July 6, 2026** at the law offices of **Clymer Musser & Sarno, PC, 408 West Chestnut Street, Lancaster, PA 17603**, ("Settlement") (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 the 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 that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office of which the Seller has knowledge.

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.

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

4. (a) All required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of Settlement or prior

¹Both Seller(s) and Purchaser(s), whether one or more and regardless of gender, are designated throughout these Conditions of Sale in singular masculine form.

delivery of possession on a fiscal year basis.

(c) All utilities serving the property, shall be paid by Seller to date of Settlement or prior delivery of possession.

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

5. The Property shall be sold UNDER AND SUBJECT to the following Restrictions, which shall bind Purchaser, his heirs, successors and assigns:

(a) Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.

(b) Public and Private rights in and to that portion of the premises lying in the bed of public roads and public utility easements, if any.

(c) Any deed restrictions, covenants, easements, subdivision conditions or notes of record.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; electric range, heating, plumbing, lighting and plants, fixtures and systems; and any articles permanently affixed to the Property. Excluded items: None

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

8. Seller will continue in force the present hazard insurance (without extended coverage) 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 for the loss or, if the insurance shall not have been paid by the time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.

9. **The Seller reserves the right to reject any or all bids.** Seller reserves the right to withdraw the Property from Sale and/or to adjourn the Sale to a further date or dates.

10. The sale of the Property and the Purchaser's obligations under these Conditions of Sale are not contingent upon the Purchaser's ability to obtain financing.

11. The said time for Settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence.

12. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Property is being sold to Purchaser "AS IS", with no representation, guarantee or warrant regarding the condition of the ***Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.***

13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

14. LEAD PAINT DISCLOSURE. 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. Lead poisoning also poses a particular risk to pregnant women. The Seller is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.

15. Purchaser is relying only on his own inspection and is not relying upon any representations or statements of the attorney for the Seller or the auctioneer.

16. Seller represents that to the best of his knowledge and information the zoning classification for the Property is Agricultural.

17. **Offsite Bidding:** Seller may accept bids from prospective bidders via the telephone and online subject to the following terms and conditions:

- (a) Online bidders must register on HiBid.com in advance of the auction and be approved by Hess Auction Group.
- (b) Successful bidder (telephone or online) must contact Clymer Musser & Sarno, P.C. (717) 299-7101 jim@clymerlaw.com within 24 hours after conclusion of the auction to arrange a time to drop off the deposit check and fully executed Conditions of Sale and Seller's Disclosure (if applicable) at the office of Clymer Musser & Sarno, P.C. 408 West Chestnut Street, Lancaster, PA 17603 (or other subsequently agreed location).
- (c) Failure to contact Clymer Musser & Sarno, P.C. 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.

18. The Purchaser acknowledges that the Deposit will be paid directly to the Seller, to be credited toward the Purchase Price at settlement and subject to the terms hereof, but will not be held in escrow.

19. The Purchaser acknowledges that these Conditions of Sale were available for inspection prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was orally presented prior to commencement of bidding, and that the Purchaser is not relying upon the public reading of the Conditions of Sale.

20. These Conditions of Sale, together with the Purchaser's Agreement, represent the whole agreement between the parties.

21. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law or in equity, 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 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.

12. The Property is being sold by Paula Kaprocki, Guardian of the Estate of Donald W. Bennett, an incapacitated person, pursuant to a Final Guardianship Order entered in the Court of Common Pleas of Lancaster County, Pennsylvania, Orphans' Court Division docketed as No. 2025-03188 on January 6, 2026.

SELLER:
The Estate of Donald W. Bennett, an Incapacitated Person

By: _____(SEAL)
Paula Kaprocki, Guardian

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.

Purchaser's address _____
Purchaser's telephone and email: _____

Witness my/our hand/s and seal/s this 31st day of December, 2025.

Witness: _____ (SEAL)
Purchaser

Witness: _____ (SEAL)
Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of _____ (\$ _____) Dollars, on behalf of Seller.

Dated: _____

Exhibit "A"

ALL THAT CERTAIN lot or piece of ground, together with the dwelling house and other improvements thereon erected, situated along the public road leading from the River Road to the Letort Road, in the Township of Manor, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the middle of the aforesaid public road, said point being the intersection of lands now or late of Enos Frey and Warren Gehr, and extending thence along land now or late of the said Enos Frey, north eight degrees, fourteen minutes west (N 08° 14' W), one hundred and twenty (120) feet to an iron pipe in line of land now or late of Ralph S. Frey, et ux; thence extending along said laid, south eighty-seven degrees, thirty minutes east (S 87° 30' E), one hundred eighty-eight and eight-tenths (188.8) feet to an iron pipe and south eight degrees, fourteen minutes east (S 08° 14' E), one hundred and twenty (120) feet, to a spike in the middle of the aforesaid public road; thence extending in the middle of said road and by land now or late of the said Warren Gehr, north eighty-seven degrees, thirty minutes west (N 87° 30' W), one hundred eighty-eight and eighty-one one hundredths (188.81) feet to the place of BEGINNING.

CONTAINING one-half acre of land, more or less, according to a survey by W.H. Bosley, Registered Surveyor, dated March 12th, 1951.

BEING THE SAME PREMISES which Donald W. Bennett and Helen C. Bennett, husband and wife, by deed dated May 11, 2023 and recorded May 12, 2023, in the Recorder of Deeds' Office in and for Lancaster County, Pennsylvania, as Instrument # 6735545, granted and conveyed unto Donald W. Bennett and Helen C. Bennett, husband and wife, as tenants by the entireties, a one-half interest and Donald R. Bennett a one-half interest and their heirs and assigns, each one-half interest to be held as joint tenants with right of survivorship with the other.

AND THE SAID HELEN C. BENNETT died June 13, 2024 whereupon the one-half interest vested solely in Donald W. Bennett as surviving tenant by the entireties,

AND THE SAID DONALD R. BENNETT died December 1, 2025 whereupon the entire interest vested solely in Donald W. Bennett by operation of law.