

CONDITIONS OF SALE

These are the Conditions of this public sale.

1. **The Property.** The property to be sold is a lot with improvements erected thereon containing approximately 11.93+/- acres known as 491 Sheep Hill Road, Heidelberg Township, Lebanon County, Pennsylvania (Account No. 22-2381581-347370) and referred to on the attached Exhibit A (the "Property").
 - a. **Inclusions.** Everything that is permanently attached to the Property is included in the sale unless otherwise provided in these Conditions. In addition, the Generac generator, range/oven, dishwasher, washer, dryer, and fuel tank for garage are included in the sale.
 - b. **Exclusions.** The Treemont wood stove located in living room, Morso wood stove located in woodshop above the garage, cast iron air compressor in the barn, all patio, deck and porch furniture, mudroom vanity mirror, two freezers located in basement, two refrigerators with one located in kitchen and one located in basement, Dewalt circular saw in woodshop above garage, solid oak corner cupboard located in living room, two microwaves with one located in kitchen and one located in basement, mini refrigerator located in basement and chicken laying boxes located in barn are excluded from the sale.
2. **Zoning.** The Property is located in the Agricultural Transition Zoning District.
3. **Onsite Bidding.** The high bidder will be the Purchaser when the auctioneer announces that the Property is sold. The high bidder shall immediately sign the Purchaser's Agreement in the Conditions of Sale, the Seller's Property Disclosure Statement, and pay the ten percent (10%) down payment of the purchase money as security for performance under these Conditions of Sale. The down payment shall be paid to Seller's attorneys Gibbel Kraybill & Hess LLP. If any dispute arises among bidders, the Property may be offered for renewal of bidding in the sole and absolute discretion of the auctioneer. The Seller reserves the right to reject bids.
4. **Offsite Bidding.** Seller may accept bids from prospective bidders by telephone and/or online on the following terms and conditions:
 - a. Offsite bidders must register on HiBid.com in advance of the auction and be approved to bid by Martin & Rutt Auctioneers who will provide instructions on bidding.
 - b. The successful bidder must contact Gibbel Kraybill & Hess LLP within 24 hours after the conclusion of the auction to arrange a time to drop off the down payment check and sign: (a) the Purchaser's Agreement in the Conditions of Sale; and (b) the Seller's Property Disclosure Statement.

- c. Failure to contact Gibbel Kraybill & Hess LLP within 24 hours after completion of the public sale and arrange a time to remit the deposit check and sign the Purchaser's Agreement in the Conditions of Sale and Seller's Property Disclosure shall entitle the Seller to declare the contract null and void and Seller shall be authorized to resell the Property at public or private sale, without any liability whatsoever to original successful bidder.
5. **Settlement.** The balance of the purchase money shall be paid at settlement at a title company or law firm of the Purchaser's choice on or before Monday, August 17, 2026 (unless another time or place is agreed upon by the Seller and Purchaser).
- a. Title. Upon such payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free of all encumbrances not noted in these Conditions, but subject to building and use restrictions, ordinances, easements of roads, rights of public service companies, and easements, rights or other non-monetary encumbrances either of record or visible upon inspection.
 - b. Condition of Property. At settlement the Property shall be in substantially the same condition as at present, except for: (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, (3) any taking by eminent domain; and (4) ordinary wear and tear. Purchaser's opportunity to view or inspect the Property prior to or on the day of the public sale shall be in lieu of any subsequent view, inspection, or walk-through, and by signing the attached Purchaser's Agreement, Purchaser expressly waives the right to any such inspection or walk-through at any time after the execution of the Purchaser's Agreement. The Property is sold AS IS and Seller makes no other warranty as to the condition of the Property. The Seller has no knowledge of any environmental hazard.
 - c. Insurance. Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage that occurs after the sale.
 - d. Formal tender of Deed and purchase money are waived.
 - e. Realty Transfer Taxes shall be paid by Purchaser.
 - f. Real Estate Taxes and Utilities. Real estate taxes shall be apportioned to the date of settlement or any earlier delivery of possession on a fiscal year basis. Utilities, if any, will be transferred out of Seller's name as of the date of settlement.
 - g. Possession. Possession shall be given to the Purchaser at settlement.
 - h. Act 319 – Clean and Green. The Purchaser acknowledges that the property is currently enrolled in the Act 319 Preferential Assessment program. Purchaser

shall be solely responsible for the payment of any and all rollback taxes, interest and penalties imposed on the property as a result of Purchaser's acquisition of the property and/or as the result of any action or activity of the Purchaser with respect to the property following settlement. Purchaser shall indemnify and hold Seller harmless from any and all rollback taxes, interest and/or penalties arising from or relating to the property on or after settlement. This provision shall survive the settlement of this transaction.

- i. Status of Water. Purchaser is advised that this residence obtains water from a well on the Property. Seller makes no representation or warranty as to the quality and/or quantity of any on-site or off-property source of water. These Conditions are expressly not conditioned upon the availability of water.

6. **On-Lot Well and Septic System:** Seller hereby represents that there is no public water and no public sewer for the Property. With respect to the sale of any lot for which there is no currently existing community sewage system available, Pennsylvania law requires that every contract for the sale of such lot contain the following notice:

THERE IS NO CURRENTLY EXISTING COMMUNITY (PUBLIC) SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Purchaser is advised by this notice that, before signing this Agreement, Purchaser should contact the local agent charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the above Notice and any additional information required to be provided to Purchaser under the Pennsylvania Sewage Facilities Act.

7. **Seller's Property Disclosure Statement.** By signing the attached Purchaser's Agreement, the Purchaser acknowledges receipt of the Seller's Property Disclosure Statement that is required by law. However, Seller makes no warranty as to the condition of the Property, including without limitation any or all environmental matters. Purchaser acknowledges and agrees that the Property and all personal property and/or fixtures transferred hereunder shall be sold and conveyed "AS IS; WHERE IS" and with all faults, and Purchaser assumes the risk that adverse past, present, or future physical or operational characteristics and conditions may not have been revealed by its inspection or investigation.
8. **Agent Participation.** Seller bears no responsibility for any commissions or transaction fees owed to any realtors or brokers, except for the auction company's commission and costs advanced pursuant to the Real Estate Auction Contract. If the Purchaser engages a

real estate agent in any capacity, the Purchaser shall be responsible for paying any and all fees or commissions charged by the agent, and Seller shall have no responsibility to compensate the agent, regardless of Seller's consent to agent participation.

9. **Default.**

- a. If the Seller is unable to give title as required by these Conditions, the Purchaser's sole remedy shall be to: (1) take such title as Seller can give; or (2) require Seller to return all payments. Upon such return all further obligations of both Seller and Purchaser under these Conditions shall terminate.
- b. The time for settlement is of the essence. If the Purchaser does not comply with these Conditions, the Seller, in addition to all remedies provided by law, may either: (1) retain Purchaser's down money as liquidated damages regardless of whether or on what terms the Property is resold; or (2) resell the Property at public or private sale, with or without notice to the present Purchaser or any sureties, and 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 as security for or toward payment of any such loss. In addition, Purchaser shall pay any and all attorney's fees and costs incurred by Seller arising from or relating to Purchaser's default.

10. **Entire Agreement.** These are all the conditions of this sale. The Conditions of Sale have been available for inspection before commencement of bidding. The Purchaser shall not rely on the public announcement of a summary of these Conditions as a complete statement of the terms and conditions of this sale. Any changes or additions to the Conditions of Sale shall be effective only if they are in a writing signed by the Seller.

11. **Parties.** The terms "Seller" and "Purchaser" include all who sign in those respective capacities.

12. **Binding Effect.** If more than one person signs as Purchaser, they shall have joint and several responsibility hereunder.

13. **Indemnification.** Purchaser, together with all other persons, parties, or entities affiliated with Purchaser, promises and agrees to defend, indemnify, release, discharge, and hold harmless Seller, and Seller's affiliates, associated entities or individuals, heirs, successors, assigns, contractors, subcontractors, agents, representatives, executors, trustees, and insurers of all of the foregoing against Purchaser's actions, omissions, misfeasance, malfeasance, or any transaction or occurrence stemming from the parties' duties and representations set forth in this Agreement, which results in, or forms the basis for, any suits, sums of money, liabilities, debts, damages, accounts, bonds, defects, warranties, covenants, contracts, agreements, controversies, obligations, costs, expenses, liens, judgments, claims, demands, actions, settlements, compromises, or causes of action whatsoever, at law or in equity, on any theory whatsoever, including, but not limited to,

Purchaser's breach of this agreement, negligence, personal injury, property damage, patent infringement, or any other alleged violation of local, state, or federal law.

Dated: June 18, 2026

SELLER:

ATTORNEY:

Justin J. Bollinger, Attorney
Gibbel Kraybill & Hess LLP
2933 Lititz Pike
P. O. Box 5349
Lancaster, PA 17606
(717) 291-1700 – Telephone
(717) 291-5547 - Telefax

Austin L. Martin

Amy D. Martin

PURCHASER'S AGREEMENT

I/We, the undersigned Purchaser, agree to have purchased 11.93+/- acres, 491 Sheep Hill Road, Heidelberg Township, Lebanon County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to those Conditions, for the purchase price of \$ _____.

IF I/WE ACQUIRE POSSESSION OF THE PROPERTY BEFORE PAYMENT OF THE PURCHASE MONEY AND 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 THE PROPERTY, AND DIRECT THE ISSUING OF A WRIT OF POSSESSION, WITH CLAUSE OR WRIT OF EXECUTION FOR COSTS; HEREBY WAIVING ALL IRREGULARITIES, NOTICE, LEAVE OF COURT, PRESENT OR FUTURE EXEMPTION LAWS, AND RIGHT OF APPEAL.

Dated: June 18, 2026

Signed in the presence of:

PURCHASER:

_____ (SEAL)

_____ (SEAL)

Street

City State Zip

Phone

E-mail

RECEIPT

Received of Purchaser on above date, as down money on account of the purchase price, the sum of \$ _____ on behalf of Seller.

EXHIBIT A

TRACT NO. 1

ALL THAT CERTAIN tract of land, with the improvements erected thereon, situate in the Township of Heidelberg, County of Lebanon and Commonwealth of Pennsylvania, known as 489 Sheep Hill Road, Newmanstown, Pennsylvania 17073, bounded and described as follows, to wit:

BEGINNING at a point on the east side of a public road known as Sheep Hill Road – Schaefferstown Road and at the southwest corner of lot now or late of David Etzweiler; thence eastwardly along said land now or late of David Etzweiler, 100 feet to a point; thence southwardly along land now or late of Carl Bachert and parallel to said public road, 100 feet to a point; thence westwardly along land now or late of Carl Bachert and parallel with said lot now or late of David Etzweiler, 100 feet to a point on the east side of said public road; thence northwardly along said public road, 100 feet to the place of **BEGINNING**.

CONTAINING 10,000 square feet of land, more or less.

TRACT NO. 2

ALL THAT CERTAIN lot of ground, known as Lot No. 1 as shown on a final recorded plan for Earl and Jeanette Frable, prepared by Diehm and Sons-Surveyors, recorded in the Recorder of Deeds Office in and for Lebanon County in Subdivision Plan Book 38, Page 12; said lot situate on the east side of Sheep Hill Road (T-321), located in the Township of Heidelberg, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a rebar pin on the west side of Sheep Hill Road (T-321); thence crossing said road, North 12 degrees 20 minutes 40 seconds West, 235.00 feet to a rebar pin on the east side of said road; thence by land of Leroy and Elizabeth Spang, the following two courses and distances: (1) North 48 degrees 16 minutes 12 seconds East, 116.50 feet to a rebar pin and (2) North 58 degrees 40 minutes 48 seconds West, 100.00 feet to a rebar pin; thence by land of David F. and Lucy M. Etzweiler, the following three courses and distances: North 48 degrees 16 minutes 12 seconds East, 100.00 feet to a rebar pin; (2) North 58 degrees 40 minutes 48 seconds West, 300.00 feet to a rebar pin and (3) South 48 degrees 16 minutes 12 seconds West 216.50 feet to a “PK” nail in or near the center line of Sheep Hill Road (T-321); thence in said road, North 58 degrees 40 minutes 48 seconds West 162.04 feet to a “PK” nail west of the center line of said road; thence by land of Gregory L. and Sandy L. Trump, North 66 degrees 06 minutes 35 seconds East, 416.66 feet to a rebar pin; thence by land of William H. Sheaffer the following two courses and distances: (1) North 43 degrees 12 minutes 41 seconds East, 327.23 feet to a rebar pin and (2) North 26 degrees 13 minutes 24 seconds West, 106.00 feet to a rebar pin; thence by land of Phillip E. and Joyce Trump, North 74 degrees 16 minutes 35 seconds East, 499.30 feet to a point; thence by remaining land of Earl and Jeanette Frable, South 17 degrees 34 minutes 17 seconds East, 29.44 feet to an iron pin; thence by land of Paul H. and Bertha M. Simmons the following three courses

and distances: (1) South 72 degrees 15 minutes 34 seconds West, 150.00 feet an iron pipe; (2) South 17 degrees 34 minutes 17 seconds East, 200.00 feet to an iron pipe and (3) North 72 degrees 15 minutes 34 seconds East, 150.00 feet to an iron pipe; thence by remaining land of Earl and Jeanette Frable the following six courses and distances: (1) South 20 degrees 50 minutes 12 seconds East, 424.19 feet to a rebar pin; (2) South 81 degrees 51 minutes 05 seconds West, 378.97 feet to a rebar pin; (3) on a curved line to the left having a radius of 175.00 feet an arc distance of 211.35 feet, the chord thereof being South 47 degrees 15 minutes 06 seconds West, 198.74 feet to a rebar pin; (4) South 12 degrees 39 minutes 05 seconds West, 242.14 feet to a rebar pin; (5) on a curved line to the right having a radius of 125.00 feet an arc distance of 122.50 feet the chord thereof being South 40 degrees 43 minutes 36 seconds West, 117.66 feet to a rebar pin and (6) South 68 degrees 48 minutes 08 seconds West, 83.33 feet to a rebar pin on the west side of Sheep Hill Road (T-321), the point of **BEGINNING**.

CONTAINING 11.70 acres.

BEING THE SAME PREMISES which Sharon K. Foulk by Deed dated October 30, 2013 and recorded November 1, 2013 in the Recorder of Deeds Office in and for Lebanon County, Pennsylvania bearing Instrument Number 201317134, granted and conveyed unto Austin L. Martin and Amy D. Martin, husband and wife, as tenants by the entirety.

UNDER AND SUBJECT to all notes, easements, conditions, rights-of-way and restrictions as may exist of record.