

**CONDITIONS OF SALE**  
**Saturday, October 19, 2024**  
**10:00 am**

The Conditions of this public sale are as follows:

1. **The Property.** The property to be sold is located at 1481 Schubert Rd., Bethel, PA 19507, Bethel Township, County of Berks and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 10.01 acres.
2. **Inclusions.** Everything that is permanently attached to the real estate is included in the sale unless otherwise provided in these conditions.
3. **Zoning.** The property is located in the Agricultural Preservation District/Airport District Zoning District.
4. **Bidding.** The highest bidder shall be the Purchaser when the Auctioneer announces that the property is sold. If any dispute arises among bidders, the property may be offered for renewal of bidding. The Seller reserves the right to reject any and all bids.

a. Except as detailed in 4(b) below regarding bidding, the high bidder shall immediately sign the Purchaser's Agreement in these Conditions of Sale, Seller's Disclosure and pay down ten percent (10%) of the purchase money on the day of auction or furnish sureties satisfactory to the Seller, as security for the performance of this Agreement, with balance due in forty-five (45) days.

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

- (i.) Online bidders must register on HiBid.com in advance of the auction.
- (ii.) Bidders who submit bids by telephone or online take such action as a sign of their consent to be bound by all terms contained in these Conditions of Sale.
- (iii.) A successful offline bidder (telephone or online) must contact Zimmerman Law Office within 24 hours after conclusion of the auction to arrange a time to drop off a deposit check for ten percent (10%) of the Purchase Price and a fully executed Purchaser's Agreement in these Conditions of Sale and Seller's Disclosure at 466 Jonestown Rd. Jonestown, PA 17038
- (iv.) Failure to contact Zimmerman Law Office within 24 hours OR appear at the duly arranged time to submit check and fully execute 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.
- (v.) Prospective bidder accepts all terms herein.

5. **Clean & Green.** This property is currently enrolled in the Clean and Green program for the assessment of real estate taxes. At settlement it shall be the Purchaser's responsibility to re-enroll the property in the Clean and Green program under Purchaser's name. Purchaser acknowledges that failure to enroll the property in the Clean and Green program will cause roll back tax to be triggered. Purchaser alone shall be responsible to pay any roll back tax which is charged due to the transfer of this property. If the Seller should incur any expense or claim for expense due to the Purchaser's failure to re-enroll the property in the Clean and Green program, Purchaser agrees to indemnify, hold harmless against and reimburse Seller for any said expense. Purchaser acknowledges that prior to submitting bid on the property, Purchaser was fully aware of the rules and regulations which affect the Property due to its enrollment in the Clean and Green program.

6. **Settlement.** The balance of purchase money shall be paid within forty-five (45) days at settlement to be held at Zimmerman Law Office, 466 Jonestown Road, Jonestown, Pennsylvania, 17038, on or before December 3, 2024, with settlement and title services provided by Zimmerman Law Office, (unless some other time and place shall be agreed upon by the Seller and Purchaser).

7. **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 and clear of all liens and encumbrances not noted in these Conditions, but subject to building and use restrictions, zoning and land subdivision regulations and any easement that is apparent upon reasonable physical inspection. Any survey required by Purchaser or his lender shall be paid by Purchaser.

8. **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, and (3) any taking by eminent domain. Seller makes no other warranty as to the condition of the property and has no actual knowledge of any environmental hazard. This property is being sold "AS IS" with all current faults and problems. Any inspections or survey required by Purchaser or his lender shall be paid by Purchase and any deficiencies found by inspections or survey shall be remedied and paid for by Purchaser.

9. **Insurance.** Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage not caused by Purchaser that occur after the sale.

10. **Formal tender** of deed and purchase money are waived.

11. **Transfer Taxes.** State and local realty transfer taxes shall be paid by Purchaser.

12. **Real Estate Taxes & Utilities.** Real estate taxes shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.

13. **Possession.** Possession shall be given to the Purchaser at settlement.

14. **Purchaser's duty** to purchase this property is not subject to any financing contingency or any other condition or event.
15. **Default.**  
A. If Seller is unable to give title as provided in Paragraph (6), Purchaser may elect either (1) to take such title as Seller can give, or (2) to require Seller to return to Purchaser all payments including any note given to Seller on account of the purchase price, upon which return all further obligations of both Seller and Purchaser under this agreement shall terminate.  
  
B. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by law, shall have the option either (1) to retain the Purchaser's down money as liquidated damages regardless of whether or on what terms the property is resold, or (2) to resell the property at public or private sale, with or without notice to the present Purchaser or any sureties, 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.
16. **Parties.** The terms "Seller" and "Purchaser" include all those who sign these Conditions and Purchaser's Agreement in those respective capacities.

SELLER: KYLE & SHERRY FLORY

DATE: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
Kyle D. Flory

\_\_\_\_\_(SEAL)  
Sherry A. Flory



EXHIBIT "A"

ALL THAT CERTAIN piece or parcel of land, situate in Bethel Township, Berks County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin marking the edge of a 60 foot delineated right-of-way, that iron pin being North 07 degrees 22 minutes 59 seconds West 30.35 feet from a railroad spike making the centerline of L R 06006 also known as Schubert Road, that railroad spike being North 73 degrees 56 minutes 25 seconds East 390.20 feet from a railroad spike marking the centerline intersection of L R 06006 with T-674, also known as Airport Road, thence from the point of Beginning, along the dedicated 60 foot right-of-way South 73 degrees 56 minutes 25 seconds West 357.14 feet to an iron pin, thence continuing along the dedicated right of way by a curve to the right with a radius of 30 feet, an arc length of 33.62 feet and a chord bearing North 73 degrees 57 minutes 23 seconds West 31.89 feet to an iron pin, thence continuing along the 60 foot dedicated right of way North 41 degrees 51 minutes 09 seconds West 593.66 feet to an iron pin marking the common corner with Lot No 2 on the dedicated right of way, thence by Lot No 2, North 48 degrees 08 minutes 53 seconds East 745.15 feet to an iron pin marking the common corner with Lot No. 2 on the line of Lot No. 3, also marking the Northern boundary of a 30 foot right of way of the American Telephone and Telegraph Company, thence by Lot No. 3, also, the Northern boundary of the AT&T right of way South 67 degrees 43 minutes 06 seconds East 51.11 feet to an iron pin, thence continuing by Lot No. 3 and along the Northern Boundary of the AT&T right of way North 75 degrees 14 minutes 18 seconds East 60.06 feet to an iron pin marking the common corner with Lot No. 3 on the line of Theodore II Manbeck, thence crossing the AT&T right of way and by lands of Theodore H. Manbeck, South 07 degrees 22 minutes 59 seconds East 852.38 feet to an iron pin, the place of BEGINNING.

CONTAINING 10.01 acres as described herein

BEING Lot 1 on the Final Subdivision Plan of Arrowpoint Estates, dated July 25, 1980, prepared by Civil Engineering Associates, Inc, and recorded in the Berks County Recorder of Deeds Office in Plan Book Volume 110, Pages 1-A through 1-D.

BEING KNOWN AS: 1481 Schubert Road, Bethel, PA 19507