

## **CONDITIONS OF SALE**

**PREMISES: 149 High Pointe Drive, Hummelstown, PA 17036 (Unit 26)**  
**Tax Parcel No. 24-052-445-000-0000**

The conditions of the public sale of real estate owned by **Hershey IDP Partners, LLC**, made onsite by public sale or auction on this **13<sup>th</sup> day of August, 2025**, are as follows:

**FIRST: Premises.** The real estate to be sold is single family unit in a planned community known as 149 High Pointe Drive, Hummelstown, Derry Township, Dauphin County, Pennsylvania. The property description is attached hereto as Exhibit "A". Any additional survey of the property desired by the Buyer shall be at the Buyer's expense.

**SECOND: Seller's Rights.** The seller reserves the right to reject any and all bids.

**THIRD: Winning Bid.** The highest bidder shall be declared to be the Buyer subject to the right of the Seller to reject any and all bids.

**FOURTH: Real Estate Taxes.** All real estate taxes will be prorated between the Seller and the Buyer at the time of settlement on a fiscal and/or calendar year as designated by the taxing authority.

**FIFTH: Title.** The Seller shall convey the title in fee simple by Deed bearing a special warranty. The property is to be conveyed free and clear of all liens, encumbrances and easements, excepting, however, the following: the declaration (as amended), other existing building restrictions, ordinances, easements of public and private roads, privileges, or rights of any public service companies providing service to the premises, or agreements or like matters of record, easements or restrictions visible upon the ground, otherwise, title to the described real estate shall be good and marketable.

**SIXTH: Deposit.** Buyer shall pay a deposit in the amount of **TEN PERCENT (10%) of Purchase Price** to the Seller at the time the Premises is struck down. Payment shall be either in cash, personal check or certified bank check, payable to "Hershey IDP Partners, LLC."

**SEVENTH: Access to Property.** Access to property shall be limited to Buyer following the receipt of payment of the deposit, provided that the Buyer shall hold harmless the Seller for any incidents or accidents that occur to Buyer upon entry onto the premises for the duration of each and every visit by Buyer. Buyer's access shall be limited to the purposes of inspection, recreation and surveying. Buyer shall not remove any of the timber or make permanent changes to property until settlement occurs on the property. Any entry by a person other than Buyer shall require the prior written consent of the Trustee and Trust beneficiaries.

**EIGHTH: Settlement.** Settlement shall be held on or before September 29, 2025. At final settlement, the balance of the purchase price shall be due and payable in cash, certified funds or by wire transfer.

**NINTH: Possession.** Possession of the Premises will be delivered to the Buyer upon the date of the settlement.

**TENTH: Realty Transfer Taxes.** Buyer shall each be responsible for all of the two percent (2%) realty transfer taxes, which are applicable to this transfer.

**ELEVENTH: Deed Preparation.** The Deed is to be prepared and executed at the expense of the Seller. The costs of recording the Deed and searching the title to the property shall be paid by the Buyer. All other costs of settlement shall be paid by the party who incurs such costs.

**TWELFTH: Condition of Premises.** The Premises is being sold "AS IS." Seller makes no representations or warranties concerning the Premises to be sold, and Buyer waives the right to any further disclosure by Seller. It is understood that Buyer had the right to inspect the property and the condominium documents prior to sale and either has inspected the property and the condominium documents or waives the right to do so. Buyer agrees to purchase the property as a

result of such inspection, or the waiver of the right of inspection, and not because of or in reliance upon any representation or warranty made by Seller, and Buyer agrees to purchase the property in its present condition.

**THIRTEENTH: Sewer Notice.** Seller further certifies that there has been no work done, or notice received that work is to be done, by the municipality or at its direction, in connection with the installation of sewer or water or for improvements such as paving or re-paving of streets or alleys, or the installations of curbs or sidewalks.

**FOURTEENTH: Ordinances.** The property being sold is subject to all applicable and federal, state and local laws, statutes, ordinances, rules and regulations. Seller certifies that no notice has been served by any governmental authority for the removal or abatement of any nuisance, for the violation of any zoning regulation, or concerning the condemnation of any portion of the said property.

**FIFTEENTH: Planned Community.** The property being sold is subject to the Declaration of High Pointe in Hershey, Pennsylvania a Planned Community. Any resale certificate required to be provide shall be provided by Seller at Seller's cost. The Buyer acknowledges that it has reviewed all of the Planned Community documents and agrees to take title subject to the restrictions, covenants, easements, rules and procedures contained therein.

**SIXTEENTH: Risk of Loss.** Risk of loss or damage to the property shall pass to Buyer when the property is struck down by the auctioneer. Subsequent loss or damage to the property shall not relieve the Buyer from his obligation to purchase the property, in such case any such insurance proceeds due to Seller shall be payable to Buyer.

**SEVENTEENTH: Default by Seller.** In the event that Seller is unable to give a good and

marketable title such as will be insured by any licensed title insurance company at regular rates, Buyer shall have the option of taking such title as the Seller can give without abatement of the purchase price or of being repaid all moneys paid by buyer to Seller on account of the purchase price; and in the latter event, there shall be no further liability or obligation on either of the parties hereto and these Conditions of Sale shall become null and void.

**EIGHTEENTH: Default by Buyer.** If Buyer fails to comply with the above terms, Buyer shall forfeit the amount paid on the day of the auction as assessed and liquidated damages, and Sellers may proceed to make a resale of the premises, either at public or private sale.

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

- (a) Online bidders must register on HiBid.com in advance of the auction.
- (b) Successful bidder (telephone or online) must contact {Attorney} 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 Halbruner, Hatch & Guise, LLP, 3435 Market Street, Camp Hill PA 17011
- (c) Failure to contact Halbruner, Hatch & Guise, LLP 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.

SIGNATURE PAGE TO FOLLOW

**CONDITIONS OF SALE**

**Hershey IDP Partners, LLC**

**149 High Pointe Drive, Hummelstown, Pennsylvania**

**Unit 26**

**Page -5-**

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**TWENTIETH: Acknowledgment.** Buyer hereby acknowledges receipt of these Conditions of Sale, the acceptance attached hereto and the Property Description attached hereto as Exhibit "A."

**WITNESS:**

**HERSHEY IDP PARTNERS, LLC,**

**By its sole member**

**Integrated Development Partners,**

**LLC**

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**Justin L. Kuhn, Member**

**BUYER'S ACCEPTANCE**

I (We) hereby acknowledge, that I (We) have this day purchased at public auction the above-named and described real estate known as 149 High Pointe Drive, Hummelstown, Derry Township, Dauphin County, Pennsylvania owned by Hershey IDP Partners, LLC, at the price of \$\_\_\_\_\_.

I (We) agree to be subject to and agree to comply with the foregoing Conditions of Sale.

Witness my (our) hand(s) this **13<sup>th</sup> day of August, 2025**

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**Buyer:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Buyer:** \_\_\_\_\_

Buyer Address: \_\_\_\_\_

\_\_\_\_\_

Buyer Telephone: \_\_\_\_\_

\_\_\_\_\_

Buyer Attorney: \_\_\_\_\_

**CONDITIONS OF SALE**

**Hershey IDP Partners, LLC**

**149 High Pointe Drive, Hummelstown, Pennsylvania**

**Unit 26**

**Page -7-**

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**EXHIBIT A**

ALL THAT CERTAIN condominium unit known by address and corresponding unit as 149 High Pointe Drive, Hershey, Pennsylvania, 17036, being that same Unit as identified as Unit 26 (the "Unit") in High Pointe of Hershey, Pennsylvania, a Planned Community, situated in Derry Township, Dauphin County, Pennsylvania, as designated in that certain Third Amended Declaration of High Pointe in Hershey, Pennsylvania, a Planned Community, dated April 21, 2010, and recorded in the Dauphin County Recorder of Deeds Office (the "Recording Office") on April 22, 2010, as Instrument No. 20100011022, as amended by the Fourth Amended Declaration of High Pointe in Hershey Pennsylvania, a Planned Community, dated April 30, 2010, and recorded in the Recording Office on May 4, 2010, as Instrument No. 20100012231, as further amended by the Fifth Amended Declaration, Declaration of High Pointe in Hershey Pennsylvania, a Planned Community dated December 23, 2016, and recorded on June 14, 2017, at Instrument Number 20170015246, as further amended by the Restated and Corrected Sixth Amended Declaration of High Pointe in Hershey Pennsylvania, a Planned Community, dated June 9, 2020, and recorded in the Recording Office on October 7, 2020, as Instrument No. 20200027400, and further amended Seventh Amended Declaration of High Pointe in Hershey Pennsylvania, a Planned Community dated October 16, 2020, and recorded in the Recording Office on October 19, 2020, as Instrument No. 20200028761 (as so amended, the "Declaration"), situate, lying and being in the County of Dauphin, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Pennsylvania Uniform Planned Community Act, together with a proportionate undivided interest in the Common Elements (as defined in the Declaration) of 1.96% as to the Unit

**SUBJECT HOWEVER,** to (i) matters that would be disclosed by an accurate survey; and (ii) without re-imposing the same, all matters of record to the extent still valid and enforceable against the Property.

**TOGETHER** with all and singular the said Unit in the High Pointe in Hershey Pennsylvania Planned Community described above, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of it, the said **Grantor**, in law, equity, or otherwise, of, in, and to the same.