



## DEVELOPER PRE-APPLICATION

Erie Land Bank seeks to transfer properties to responsible buyers who can successfully demonstrate a viable plan for the property. This pre-application is submitted to the Erie Land Bank (ELB) for the **possible** purchase and rehabilitation of the properties that the ELB puts forward for proposals. I/we understand that this pre-application will determine our eligibility requirements to submit a Proposal for the Development of a Distressed Property. If approved, this form is good for one year for all ELB properties. You must complete this form in its entirety for it to be considered.

All Applications should be submitted via email to [mkiehl@redeveloperie.org](mailto:mkiehl@redeveloperie.org) or by mail to: Erie Land Bank 626 State Street, Suite 107 Erie, PA 16501 If you have any questions about submitting this application or acquiring a property through ELB, please call 814-870-1540

**Property of Interest (if any):** \_\_\_\_\_

### Buyer Information:

Name: \_\_\_\_\_

Do you own any LLC's? If so, what are the name(s): \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Telephone and/or E-Mail Address: \_\_\_\_\_

Today's Date: \_\_\_\_\_

### How did you hear about the Erie Land Bank?

☐ Internet    ☐ Social Media    ☐ Yard Sign    ☐ News    ☐ Word of Mouth    ☐ Other \_\_\_\_\_

**Qualifications:** Identify qualifications of the individual(s) involved in the rehabilitation of this property.

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### Internal Use Only

Date Received	Complete Application?	Funds	Tax or Utility Delinquencies?	Owns Other Blighted Properties?	Previous Projects

**Do you plan to personally occupy this property?**      **Yes**                      **No**

If yes, would you be willing to sign a Guarantee of Owner Occupancy? A Guarantee of Owner Occupancy statement guarantees that you will live in the property per the Erie Land Bank's policies and procedures for a minimum of five years.

Yes or No: (please explain answer): \_\_\_\_\_

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**Proof of Necessary Finances:** Please provide an explanation of how the property sale and renovations will be financed. All applicants are required to demonstrate that they have secured sufficient funds to cover all acquisition costs AND all renovation costs at the time of application submission. Failure to have sufficient funding to cover all acquisition costs and all renovation costs will mean your application will be deemed ineligible. \_\_\_\_\_

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**List any past rehabilitation/development projects you have completed or been involved with (include addresses and scope of work):**

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### **Terms & Conditions**

Please carefully read all the following terms and conditions and initial next to each to acknowledge your understanding. Acknowledgement of these terms and conditions is required for a complete application.

### **Qualifying Applicant**

\_\_\_\_\_ This pre-application is made to the Erie Land Bank for the possible purchase and development of a property and indicates my/our willingness to enter into a sales/purchase agreement with the Erie Land Bank.

\_\_\_\_\_ I/We are willing to enter into a "Purchase and Development Agreement" which will stipulate a time frame for correction of all Property Maintenance Code violations, completion of the rehabilitation, and other

terms which may limit the purchaser's ability to market or sell the property prior to completion of the rehabilitation.

\_\_\_\_\_ The Applicant does not currently, or during the past five years, own a property that is or was subject to property tax foreclosure proceedings. (On behalf of yourself and any business of which you are/were a shareholder, partner, member or officer.)

\_\_\_\_\_ The Applicant does not have any ownership interest in any properties that are delinquent on their municipal taxes, school taxes, county taxes, water, sewage, or refuse bills or any other public lien. (ELB reserves the right to request documentation pertaining to the payment of taxes and municipal fees on properties.)

\_\_\_\_\_ The Applicant does not own any properties that are currently blighted or have un-remedied code violations or unpaid state and local fines on properties owned in part or in full by the Applicant. (ELB reserves the right to collect code information on the Applicant's properties and any violations that are identified will be grounds for ineligibility. The ELB also reserves the right to inspect the general condition of properties owned by the Applicant and may decline to work with an Applicant if the Applicant owns property that violates local and state property/building codes.)

\_\_\_\_\_ The Applicant does not own property which has a history of criminal activity or that has been the subject of any disruptive property or nuisance ordinance prosecutions during the Applicant's ownership.

\_\_\_\_\_ The Applicant has not violated any previous agreements with ELB or relinquished ownership of properties previously acquired from ELB back to ELB.

\_\_\_\_\_ The Applicant is aware ELB reserves the right to request references, of any Applicant, at ELB's discretion. If requested, references must be provided within 5 business days of the request.

### **Property Plan**

\_\_\_\_\_ The Applicant plans to maintain and develop any ELB property in a fashion that is compliant with local, state or federal code or law and will pull all necessary permits for work required.

\_\_\_\_\_ The Applicant plans to maintain or develop the property in a fashion that complies with local zoning and ordinances and the proposed end use complies with the Applicable zoning and local laws.

\_\_\_\_\_ The Applicant is aware that the property must meet building code requirements, complete necessary inspections and permits, and provide documentation of necessary inspections and permits at the completion of the rehabilitation project.

\_\_\_\_\_ The Applicant is aware that occupancy of the premises is prohibited during the development process and will only be granted once the home has final approval and receives a Certificate of Occupancy.

\_\_\_\_\_ The Applicant is aware that the property is being offered by the Erie Land Bank in an "As Is" condition with no warranty of marketability.

\_\_\_\_\_ The Applicant is aware that ELB may decide not to transfer any property unless and until a ELB Agreement of Sale is signed. ELB reserves the right to decline to proceed with any Application for any property at any time.

\_\_\_\_\_ The Applicant is aware that the purchase of any ELB property will entail a deposit of 3% of the sale price or \$1,000, whichever is greater, to ELB as a condition of the Agreement of Sale. At the transfer of the property, the deposit will be applied to the sale price of the property. If the Seller defaults on the Agreement the deposit will be refunded to Buyer. If the Buyer defaults on the Agreement, the deposit will be forfeited to the Seller.

\_\_\_\_\_ The Applicant is aware that the purchase of any ELB property requires a Maintenance Escrow in the amount of three times the sales price not to exceed \$10,000.

\_\_\_\_\_ The Applicant is prepared to document that immediate funds are available for the amount of the purchase price, the deposit, maintenance escrow, plus customary settlement charges and sufficient resources exist to complete the proposed development.

\_\_\_\_\_ A "Memorandum of Development Agreement" will be filed along with the sales agreement that allows a "right of reverter." This right of reverter stipulates that if you do not meet the conditions of the agreement and fail to develop the property, then the Erie Land Bank will recapture the title and possession of it and you will be out any and all expenses.

By submitting this proposal, I/we, the undersigned, hereby acknowledge, certify, and agree to all contents in this application.

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Print Buyer Name	Buyer Signature	Date

_____	_____	_____
Print Buyer Name	Buyer Signature	Date