



Erie Land Bank (ELB) seeks to transfer properties to responsible buyers who can successfully demonstrate a viable plan for the property. Prior to completing this form, you must have an approved Developer Pre-Application on file with the ELB.

- You must complete this form in its entirety.
- All applicants must demonstrate that they have secured funding in an amount sufficient to cover all acquisition costs AND all renovation costs at the time of submitting the application.
- ELB may require more information.
- ELB properties are sold in “AS-IS” condition and no warranties are made regarding property condition. The applicant assumes all responsibility to investigate the property and consider the improvements and cost of improvements in their application.
- ELB encourages interested purchasers to engage a contractor or inspector to evaluate the property prior to applying. After an application is submitted and approved, you may not change the offer amount or negotiate contingencies related to property condition.
- The approval of an application and transfer of a property is at the sole discretion of the ELB Board. Although offer amount is an important aspect of the application, the property use, rehabilitation plan and other aspects of the application submitted are also important. The highest offer amount does not guarantee the transfer of a property and applying does not guarantee approval to purchase a property.
- ELB reserves the right to decline to proceed with any Application for any property at any time.

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.

This proposal is submitted to the Erie Land Bank (ELB) for the purchase and rehabilitation of the following property:

**Property Address:** \_\_\_\_\_

**Developer Information:**

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

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

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

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

**Proposed Purchase Price:** \$ \_\_\_\_\_

(Note: This dollar figure represents the purchase price being offered to acquire the property. As stipulated in the Erie Land Bank’s adopted Policies & Procedures, you will also be responsible for additional costs and fees (e.g. document recording fees, transfer taxes, etc.) in order to finalize the purchase.)

**Price Escalation Clause (optional):** If, prior to ELB’s acceptance of Buyer’s offer to purchase, ELB receives from another prospective purchaser a bona fide offer to purchase the Property (“Competing Offer”), with a Purchase Price higher than the Purchase Price offered by Buyer, Buyer agrees that the Purchase Price of Buyer’s offer is increased so that the Purchase Price is \$ \_\_\_\_\_ higher than the Purchase Price in the Competing Offer(s), up to a maximum Purchase Price of \$ \_\_\_\_\_. If one or more Competing Offers include similar price escalation terms, this automatic increase will be applied to the maximum escalated sales price of the highest competing escalation term, not to exceed the maximum Purchase Price stated above.

**Do you currently have any past due taxes or utility bills? If yes, explain:** \_\_\_\_\_

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

**Property Management**

All ELB applicants must submit a full list of properties (vacant land, residential, commercial, and other uses) they or their organization(s) own. ELB independently verifies owned properties and may reach out for additional information. ELB will contact you if unreported, owned properties are found to determine why they were omitted from the application. Please see page 10 of this application for ELB’s eligible applicant property qualifications. Do you own any properties (in whole or in part)?

Yes  No If yes, please list all owned properties with full addresses below. Attach additional pages if needed. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do you plan to manage the rehabilitation process for the property you’re applying for?

- I live within Erie County, I’ll manage it myself.
- I have a point of contact who lives within Erie County who will manage it on my behalf.
- I have a contracting company that operates within Erie County that will manage it on my behalf.
- Other: \_\_\_\_\_

How do you plan to maintain the exterior (cutting grass, shoveling snow from all public sidewalks, etc.) of the property you're applying for?

- I live within Erie County, I'll manage it myself.
- I have a point of contact who lives within Erie County who will manage it on my behalf.
- I have a contracting company that operates within Erie County that will manage it on my behalf.
- Other: \_\_\_\_\_

If you plan on operating the property as a rental, how do you plan to manage the property to ensure it's maintained, kept up to code, and receives all necessary permits?

- I don't plan on operating the property as a rental
- I live within Erie County, I'll manage it myself.
- I have a point of contact who lives within Erie County who will manage it on my behalf.
- I have a management company that operates within Erie County that will manage it on my behalf.
- Other: \_\_\_\_\_

Local Point of Contact/ Management Company If you indicated on any of the above questions that a point of contact, contracting company, or management company will be used, please provide their contact information:

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

### **Property Development**

Please describe your vision for the property and your detailed plan to accomplish it. The more detail you provide, the better. Attach additional pages if needed. Please include the following items:

- Reason for your interest in this property
- Any qualifications/training that you/others who will help with the renovation have
- Estimated timeline for completion of project
- Schematics, sketches, or drawings of rehabilitation or new construction
- A completed Work Plan (Page 4)
- Photos of past projects you have completed (if applicable)

### **Scope of Work**

This proposal should demonstrate the Developer's realistic understanding of the renovation work required and the associated costs, as well as suitable evidence that the proposer has ready access to the resources required to affect a proper and complete rehabilitation.

**Work Plan: Outline your intended scope of work for the property**

<b>Location</b>	<b>Performing Work</b>	<b>Repair and Description</b>	<b>Cost Estimate of Materials</b> (include source)	<b>Cost Estimate of Labor</b> (include value of personal labor)	<b>Timeline</b>
<b>Example: Roof</b>	Contractor Name	Replace roof, gutters and downspouts	Bid included	\$14,000	Within 90 days
<b>Example: Exterior</b>	Self and _____ Contractor	Replace windows, doors and hardware _____ Demo, dispose and repair drywall	\$20,000 _____ Bid included	My labor est. \$8,000 _____ Included	Within 30 days
<b>HVAC</b>					
<b>Plumbing</b>					
<b>Electrical</b>					
<b>Interior</b>					
<b>Exterior</b>					
<b>Other</b>					

**Environmental Hazards:** Describe efforts that will be undertaken to identify and mitigate issues relating to asbestos, mold, lead, or other hazards. \_\_\_\_\_

**Property Efficiency:** Describe efforts that will be utilized or implemented to improve the energy-efficiency of the property, including but not limited to, windows, insulation, appliances, etc. \_\_\_\_\_

### **Proof of Necessary Finances**

Please attach an explanation of how the property and renovations will be financed. ELB may request additional information. 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. Please attach current proof of financial capacity, documentation with name of applicant(s) and dates is required, and select the type(s) you've provided from the following list:

- Bank Statement
- Loan Pre-Qualification Letter
- Letter of Credit
- Other Documentation: \_\_\_\_\_

### **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**

\_\_\_\_\_ The Applicant 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 has previously submitted a Developer Pre-Application to ELB for approval.

\_\_\_\_\_ The Applicant has physically visited the property prior to application submission. If site visitation was waived please explain: \_\_\_\_\_

\_\_\_\_\_ 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.

\_\_\_\_\_ 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 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 that ELB may decide not to transfer any property unless and until an 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 rehabilitation.

\_\_\_\_\_ The Applicant will have sole financial responsibility for all costs associated with labor, materials, supplies, etc.

## **Property Plan**

\_\_\_\_\_ The Applicant plans develop the 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 property is being offered by the Erie Land Bank in an “As Is” condition with no warranty of marketability.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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 rehabilitate the property, then the Erie Land Bank will recapture the title and possession of it and you will be out any and all expenses.

## **Applicant Responsibilities**

\_\_\_\_\_ The Applicant understands that they are strongly recommended to obtain hazard and liability insurance for the property.

\_\_\_\_\_ The Applicant is responsible for turning on, maintaining, and paying for all utilities used at the property after the property is transferred to the new owner.

\_\_\_\_\_ The Applicant understands that ELB highly recommends that Applicant maintains adequate communication with ELB regarding process of rehabilitation and any potential setbacks Applicant may foresee.

\_\_\_\_\_ The Applicant understands that any pictures taken of the property at inspections by ELB staff may be utilized in marketing or other publicly available materials/documentation.

The ELB Board has final authority to approve the transfer of all ELB property. ELB will execute an appropriate ELB Agreement of Sale between the approved Applicant and ELB. The ELB Agreement of Sale may include, but is not limited to:

- A determined use of the property.

- An amount which includes the proper consideration and any costs the successful Applicant will be responsible for at closing and payment method for the property.
- A reversionary provision outlining the rights ELB has to remedy any terms unfulfilled by the transferee.
- Any other conditions or restrictions that ELB deems necessary to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the priorities of ELB and its members.

ELB will not consider other Applications for the same property upon the execution of a ELB Agreement of Sale. Erie Land Bank Fair Housing Policy Statement Erie Land Bank (ELB) believes equal housing opportunities must exist for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, sexual orientation, gender identity or disability. ELB is committed to assuring equal housing opportunity and non-discrimination in all aspects of our housing activities. As a nonprofit organization undertaking housing activities, ELB has an ethical as well as legal imperative to ensure that ELB programs comply fully with all local, state and federal fair housing laws.

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

Print Buyer Name	Buyer Signature	Date

Print Buyer Name	Buyer Signature	Date