



DEVELOPER PRE-APPLICATION

Introduction to the Pre-Application

The Erie Land Bank (ELB) aims to transfer properties to responsible buyers who can demonstrate a viable and actionable plan for the property’s rehabilitation and future use. This pre-application is submitted to ELB as the first step toward the potential purchase and redevelopment of properties offered by ELB. By completing and submitting this form, I/we acknowledge that the pre-application will determine eligibility to submit a formal Proposal for the Development of a Distressed Property. If approved, this pre-application will remain valid for one year for all ELB properties.

To be considered, the form must be completed in its entirety. All applications should be submitted via email to PropertyInquiry@redeveloperie.org or by mail to: Erie Land Bank 626 State Street, Suite 107 Erie, PA 16501

For questions regarding the application process or acquiring a property through ELB, please contact us at 814-870-1540.

Buyer Information:

Name: _____

Do you own any corporations and/or 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.

Internal Use Only

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

Terms and Conditions

General Agreement

1. This pre-application is submitted to the Erie Land Bank (ELB) for the potential purchase and development of a property. By signing below, the applicant agrees to enter into a "Purchase and Development Agreement" upon approval of the application.
2. The applicant acknowledges that ELB may decide not to transfer any property unless and until a formal Agreement of Sale is signed.
3. ELB reserves the right to decline any application or proposal at any time for any reason.

Applicant Eligibility

1. The applicant does not currently, or during the past five years, own a property that was subject to property tax foreclosure proceedings.
2. The applicant does not own any properties that are delinquent on municipal taxes, school taxes, county taxes, water, sewage, or refuse bills, or any other public liens.
3. The applicant does not own any properties that are currently blighted or have un-remedied code violations or unpaid state or local fines.
4. The applicant does not own property with a history of criminal activity or that has been subject to nuisance ordinance prosecutions.
5. The applicant has not violated any prior agreements with ELB or relinquished ownership of properties previously acquired from ELB.
6. ELB reserves the right to request references and supporting documentation at its discretion.

Property Development Requirements

1. The applicant agrees to develop and maintain the property in compliance with local, state, and federal codes and laws.
2. Necessary permits for rehabilitation or development work will be obtained, and documentation of inspections and approvals will be submitted to ELB.
3. Occupancy of the premises is prohibited during the development process and will only be granted upon issuance of a Certificate of Occupancy.
4. The property will be developed in alignment with ELB policies and any applicable zoning regulations.

Financial Obligations

1. The applicant agrees to provide proof of sufficient funds to cover the acquisition, development, and any related fees prior to approval.
2. At the time of purchase, the applicant will deposit a minimum of 10% of the sale price or \$1,000 (whichever is greater) as a condition of the Agreement of Sale.
3. A Maintenance Escrow may be required as determined by the ELB Board of Directors.

Deed in Escrow and Enforcement Mortgage

At closing, the applicant will:

- Execute a **Deed in Escrow**, to be held and only recorded by ELB in the event of a Developer Default, resulting in full reversion of the property to ELB without compensation.
- Execute an **Enforcement Mortgage**, recorded at closing, which secures ELB’s rights and provides an additional remedy foreclosure in the event of non-compliance with the Development Agreement.

These tools ensure that ELB can enforce the terms of the project and protect the integrity of the redevelopment process.

Monthly Developer Fee

1. The applicant agrees to pay a monthly Developer Fee of \$150.00 to cover administrative and oversight costs during the term of the development agreement.
2. This fee will be automatically debited via ACH from the applicant's designated bank account and will continue until the project is completed and a Certificate of Completion is issued by ELB.

Escrow for Development Costs:

1. The applicant will be required to deposit \$10,000 into an escrow account. These funds will be held and disbursed based on a draw schedule, as agreed upon in the Development Agreement, to ensure progress and compliance with the rehabilitation plan.

Additional Conditions

1. The property is conveyed in an “As Is” condition without any warranty of marketability or fitness for a particular purpose.
2. The applicant acknowledges that ELB retains full discretion over the disposition of properties and may halt or terminate the conveyance process at any time.

Acknowledgment

By signing below, I/we, the undersigned, acknowledge, certify, and agree to abide by all the terms and conditions outlined in this pre-application.

Print Developer Name/Title	Developer Signature	Date

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