

**Hazleton City Land Bank  
22 E. Green Street**

**Bid Specifications/Instructions**

The Hazleton City Land Bank (Land Bank) will be accepting sealed bids for the purchase of the property located at 22 E. Green Street, Hazleton PA 18201 (PIN# 71-T8SW31-011-004-000). Bids will start at One Hundred Seventy-Five Thousand US Dollars (\$175,000). All bids must be received in the City Clerk's Office, Hazleton City Hall, 40 N. Church Street, Hazleton PA 18201 by 3:00 P.M. on February 12, 2024. Bids must include a cashier's check, money order or bid bond in the amount of 10% of the amount of the bid, which will be forfeited if the bidder is awarded the bid and fails to complete the purchase. The bids will be publicly opened by the Hazleton City Land Bank on February 12, 2024 at 3:00 PM. in City Council Chambers, Hazleton City Hall, 40 N. Church Street, Hazleton PA 18201. Bid documents may be obtained and an inspection of the property can be arranged by contacting Robert Hoegg, Land Bank Board Chairperson at (570) 401-7987. The Land Bank Board reserves the right to reject any and all bids.

**I. Property Details.**

22 E. Green Street, Hazleton PA 18201

Parcel Identification Number: 71-T8SW31-011-004-000

Parcel/property information should be independently verified.

**II. Terms and Conditions of Sale.**

The sale of the Property will be subject to, but not limited to, the following conditions:

(1) The Land Bank reserves the right to reject any bid to purchase the Property, without further notice to the bidder.

(2) Opportunity for Inspection. The Land Bank will allow prospective bidders to enter the Property at the bidder's own risk for the purposes of inspection to determine if the Property is suitable for the bidder's purposes. The bidder agrees to indemnify and hold the Land Bank free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities

(3) No Representations or Warranties from the Land Bank. The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the Land Bank or anyone acting or claiming to act, by, through, under or on the Land Bank's behalf concerning the Property. The bidder will review, prior to entering into an

agreement with the Land Bank, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the Land Bank will only agree to sell the Property on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, and the Land Bank will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "AS IS" and "WHERE IS" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the Land Bank hereby disclaims. No warranty or representation will be made by the Land Bank as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed development of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the Land Bank will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

(4) Disclosure and timeline as to redevelopment of the Property. The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to a 3-year timeframe in which the property is to be redeveloped and the proposed use of the same. The bidder agrees to abide by the timeframe permitted by the Land Bank and included in the agreement of Sale.

The Land Bank reserves the right to impose other conditions to the sale of the Property.

### **III. Bid Requirements.**

Bids should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget and timeline;
4. Names, addresses, background, qualifications, experience and expertise of the bidder/development team with similarly-sized properties;
5. The name, address and telephone number of the contact person for the bidder; and
6. Explanation of the bidder's history of completing and maintaining projects, including a minimum of two project references.

#### **IV. Submission.**

All bidders are encouraged to visit the Property prior to submitting a bid. The Property will be available for walk-through inspections by appointment only by contacting Robert Hoegg, Land Bank Board Chairperson at (570) 401-7987. In addition, all information provided by the Land Bank is deemed reliable but is not guaranteed and should be verified by the bidder before a bid is submitted. All bids will be reviewed by Land Bank Board. All information submitted may be used in the evaluation of a bid. Eight copies of each bid/proposal should be submitted to the Hazleton City Clerk's office no later than 3:00 p.m. on Monday, February 12, 2024, and should be addressed to:

**Hazleton City Land Bank  
40 N. Church Street  
Hazleton PA 18201**

**RE: Response to request for bids for 22 E. Green Street**

The Land Bank reserves the right: (1) to cancel this request for bids at any time for any reason; (2) to accept or reject any and all bids and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

The final agreement of sale will be subject to approval by the Hazleton City Land Bank Board.