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This agreement is a contract to buy and sell land. It is not a deed. Ownership passes only when the Seller signs a deed at closing and it is recorded with the county, which usually requires notarization and may require original signed paper documents. Some states and local real estate boards use standard vacant land forms; ask your title company or closing attorney whether one is expected where the land is.

VACANT LAND PURCHASE AGREEMENT

This Vacant Land Purchase Agreement ("Agreement") is made on [date] ("Effective Date") between:

Seller: [full legal name(s) exactly as shown on the current deed], of [mailing address] ("Seller"), and

Buyer: [full legal name(s) or company name], of [mailing address] ("Buyer").

1. The Property

Seller agrees to sell and Buyer agrees to buy the land described below, together with all rights, easements and improvements belonging to it (the "Property"):

- Street address or location: [address, or road and nearest intersection]
- County and state: [county, state]
- Parcel / tax ID number: [number]
- Approximate size: [number] acres
- Legal description: as set out in **Exhibit A**, attached.

Included: [e.g. mineral rights, water rights, timber, fencing, or "only what is listed here"]. Excluded: [e.g. mineral rights reserved by Seller, personal property, or "none"].

2. Purchase Price

The purchase price is [\$ amount] ("Price"), paid as follows:

- Earnest money under Section 3: [\$ amount]
- Balance due at closing, by wire transfer or certified funds: [\$ amount]

☐ The Price is fixed. ☐ The Price is [\$ amount] per acre, adjusted to the acreage shown on the survey under Section 6.

3. Earnest Money

Within [number] days after the Effective Date, Buyer will deposit [\$ amount] with [name of title company, escrow agent or attorney] ("Escrow Holder"). The earnest money is credited to the Price at closing. It is refunded to Buyer if Buyer ends this Agreement under Section 4, 5, 6, 7 or 8, or if Seller defaults. Otherwise

it is handled under Section 12.

4. Financing

- ☐ This is a cash purchase, with no financing contingency.
- ☐ This Agreement depends on Buyer obtaining a loan of at least [\$ amount] on terms acceptable to Buyer by [date]. If Buyer cannot, Buyer may end this Agreement by written notice by that date and receive the earnest money back.

5. Due Diligence Period

Buyer has [number] days after the Effective Date (the "Due Diligence Period") to investigate the Property. During this period, Buyer and Buyer's surveyors, engineers, soil evaluators and inspectors may enter the Property at reasonable times, after notice to Seller, to walk it, survey it, take soil samples and perform tests. Buyer will restore any disturbance, pay for its own tests, and be responsible for damage caused by its contractors.

Buyer may end this Agreement for any reason by written notice to Seller before the Due Diligence Period ends, and the earnest money will be returned to Buyer.

Seller will give Buyer, within [number] days after the Effective Date, copies of anything Seller has about the Property, including prior surveys, soil or perc test results, environmental reports, permits, notices from any government agency, and any leases or agreements affecting the land.

6. Survey

- ☐ Buyer ☐ Seller will obtain, at [Buyer's / Seller's] expense, a boundary survey of the Property by a licensed surveyor, with corners staked. If the survey shows an encroachment, a gap or overlap with neighboring land, or a boundary that doesn't match the legal description, Buyer may object under Section 8.

7. Zoning, Soil and Utilities

Buyer intends to use the Property for: [e.g. "a single-family home with a private well and septic system"].

Buyer may end this Agreement before the Due Diligence Period ends if Buyer determines that:

- zoning or other local rules don't allow Buyer's intended use;
- the Property does not pass a percolation or soil evaluation test for an onsite septic system, if one will be needed;
- water, electricity or sewer service is not available on terms acceptable to Buyer;
- part of the Property is in a wetland, floodplain or other area where Buyer's intended use would need a permit Buyer does not expect to obtain; or
- the Property does not have legal access to a public road.

8. Title

Within [number] days after the Effective Date, Seller will provide Buyer with a title commitment from [title company]. Buyer has [number] days after receiving the commitment and the survey to object in writing to any title or survey problem. Seller will then have [number] days to fix the problem or tell Buyer it won't. If Seller doesn't fix it, Buyer may end this Agreement and receive the earnest money back, or accept the title as it is.

Buyer accepts recorded utility easements, and these other matters: [list, or "none"].

At closing, Seller will convey the Property by [general warranty / special warranty / other] deed, free of all liens and mortgages, except those Buyer has accepted. The owner's title insurance policy is paid by ☐ Seller ☐ Buyer ☐ split equally.

9. Easements and Access

Seller states that the Property has legal access to [road name] by ☐ direct frontage ☐ recorded easement ☐ other: [describe]. Seller knows of no unrecorded easement, right of way or claim by a neighbor to use the Property, except: [describe, or "none"].

10. Seller's Statements

Seller states that, to Seller's knowledge:

- Seller has the right to sell the Property and no one else holds an option or right of first refusal to buy it;
- there are no pending or threatened lawsuits, condemnation proceedings or code violations affecting the Property;
- no hazardous substances or underground tanks have been disposed of or stored on the Property, except: [describe, or "none known"]; and
- Seller has told Buyer about everything Seller knows that materially affects the value or use of the Property, including: [describe, or "nothing further"].

11. Closing

Closing will take place on or before [date], at [title company or attorney's office], or electronically as the closing agent allows.

Property taxes for the year of closing are prorated to the closing date. Seller pays [e.g. deed transfer taxes and the cost of releasing any liens]. Buyer pays [e.g. recording fees for the deed and any loan costs]. Other closing costs are paid ☐ as is customary in the county ☐ as follows: [describe].

Buyer gets possession of the Property at closing.

12. Default

If Buyer fails to close for a reason not permitted by this Agreement, Seller may keep the earnest money as Seller's only remedy. If Seller fails to close, Buyer may receive the earnest money back and ☐ seek any remedy available by law, including asking a court to order the sale ☐ other: [describe].

13. Brokers

☐ No broker is involved. ☐ The brokers are [names], and their commissions are paid as agreed in separate written agreements.

14. Notices

Notices must be in writing and delivered by hand, by a courier with tracking, or by email with confirmation, to:

- Seller: [address, email]
- Buyer: [address, email]

15. General Terms

Deadlines. If a deadline falls on a weekend or legal holiday, it moves to the next business day.

Entire agreement. This Agreement and its exhibits are the entire agreement between the parties about the Property.

Amendments. Any change must be in writing and signed by both parties.

Assignment. Buyer ☐ may ☐ may not assign this Agreement without Seller's written consent.

Governing law. This Agreement is governed by the laws of the state where the Property is located.

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one. This does not change any notarization, witness or original-document requirement for the deed or other documents to be recorded.

Offer deadline. If this Agreement is not signed by both parties by [date and time], the offer expires.

Exhibit A: Legal description of the Property. [Attach.]

Signatures

Seller

Signature: _____

Name: [full name]

Date: [date]

Buyer

Signature: _____

Name: [full name]

Date: [date]