

## LAND PURCHASE AGREEMENT

This Land Purchase Agreement ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

Seller: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

and

Buyer: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### RECITALS

WHEREAS, the Seller is the lawful owner of certain real property located at \_\_\_\_\_, and is willing to sell such property to the Buyer under the terms and conditions set forth herein; and

WHEREAS, the Buyer desires to purchase the property from the Seller under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

#### 1. PROPERTY DESCRIPTION

The property subject to this Agreement is located at

\_\_\_\_\_, and is legally described as follows:

\_\_\_\_\_.

#### 2. PURCHASE PRICE

The total purchase price for the property is \$ \_\_\_\_\_, payable as follows:

a. Earnest Money Deposit: \$ \_\_\_\_\_, to be paid by the Buyer upon execution of this Agreement.

b. Balance of Purchase Price: \$ \_\_\_\_\_, to be paid at closing.

#### 3. CLOSING DATE

The closing of the purchase and sale of the property shall occur on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or on such other date as the parties may mutually agree in writing.

#### 4. TITLE AND SURVEY

The Seller shall provide a marketable title to the Buyer, free and clear of all liens and encumbrances, except as otherwise specified herein. The Buyer may, at their own expense, obtain a survey of the property. The Seller agrees to cooperate with the Buyer in obtaining any necessary title insurance.

#### 5. INSPECTIONS

The Buyer shall have the right to inspect the property and conduct any due diligence investigations within \_\_\_\_\_ days from the date of this

Agreement. The Seller shall provide reasonable access to the property for such inspections.

## 6. REPRESENTATIONS AND WARRANTIES

- a. Seller represents that they have the full right, power, and authority to sell the property and that there are no undisclosed encumbrances or legal claims against the property.
- b. Buyer represents that they have the full right, power, and authority to purchase the property and have sufficient funds to complete the purchase.

## 7. DEFAULT AND REMEDIES

In the event of a default by either party, the non-defaulting party may pursue any and all remedies available at law or in equity, including specific performance. The defaulting party shall be liable for any costs, including reasonable attorney's fees, incurred by the non-defaulting party in enforcing their rights under this Agreement.

## 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_ County, State of \_\_\_\_\_ .

## 9. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

## 11. AMENDMENTS

This Agreement may only be amended by a written instrument signed by both parties.

## 12. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight courier service to the addresses set forth above.

## 13. TERMINATION

This Agreement may be terminated by mutual written consent of both parties or by either party if the other party is in material breach of any provision of this Agreement and fails to cure such breach within \_\_\_\_\_ days after receiving written notice thereof.

## 14. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Buyer:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

## NOTARY ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary Public: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[Notary Seal]