Unimproved Property Contract

CONTRACTS | TXR 1607 | TREC 9-18

FITZ & CO. REAL ESTATE

Unimproved Property Contract

TXR 1607 / TREC 9-18 | Residential Contracts | TREC effective 07/01/2026

What this form is for

Designed for sales of vacant residential lots. Limited to transactions where intended use is for 1-4 family residences. Not to be used in complex transactions. Appropriate addenda may be attached. Not to be used for transactions known as "contracts for deed," "wraps," or "lease purchases."

Key sections and how to complete the form

Use the form in order. The sections below explain the main decisions, blanks, disclosures, or deadlines the form is designed to address. Complete the actual form from the transaction facts and the instructions printed on the current version.

1. Parties

The parties to this contract are (Seller) and (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. Property

Lot , Block , Addition, City of , County of , Texas, known as (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. Sales Price

A. Cash portion of Sales Price payable by Buyer at closing .... $ The term “Cash portion of the Sales Price” does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract. B. Sum of all financing described in the attached: q Third Party Financing Addendum, q Loan Assumption Addendum, q Seller Financing Addendum .... $…

4. Leases

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. B. NATURAL RESOURCE LEASES: “Natural Resource Lease” means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease…

5. Earnest Money And Termination Option

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to (Escrow Agent) at (address): $ as earnest money and $ as the option fee. The earnest money and option fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment. (1) Buyer shall deliver additional earnest money of $ to Escrow Agent within days after the Effective…

6. Title Policy And Survey

A. TITLE POLICY: Seller shall furnish to Buyer at qSeller’s qBuyer’s expense an owner’s policy of title insurance (Title Policy) issued by (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1)…

7. Property Condition

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer’s agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract…

8. Broker Or Sales Agent Disclosure

Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent’s spouse, parent or child is a beneficiary, to notify the other party in…

9. Closing

A. The closing of the sale will be on or before , 20 , or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title to…

10. Possession

Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. Special Provisions

(This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's…

12. Settlement And Other Expenses

A. EXPENSES: The following expenses must be paid at or prior to closing: (1) Seller shall pay the following expenses (Seller's Expenses): (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller’s loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract; and (b) an amount not to…

13. Prorations And Rollback Taxes

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust…

14. Casualty Loss

If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller’s control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the…

Related forms and resources

These documents may connect to this form depending on the property, financing, occupancy, disclosure requirements, or other facts of the transaction. Open the related resource to see what it does and how it is completed.

Third Party Financing Addendum

TXR 1901 · TREC 40-11

Review when: Third-party financing may apply when the buyer is financing the unimproved residential property.

Sale of Other Property by Buyer

TXR 1908 · TREC 10-6

Review when: Review when the buyer’s purchase depends on selling another property.

Addendum for "Back-up" Contract

TXR 1909 · TREC 11-9

Review when: Use when the offer is intended to be a back-up contract.

Addendum for Oil, Gas, and Other Minerals

TXR 1905 · TREC 44-3

Review when: Review when the seller intends to reserve mineral interests.

Environmental Assessment, Threatened or Endangered Species

TXR 1917 · TREC 28-2

Review when: Review when environmental, wetlands, or endangered-species issues are part of the buyer’s due diligence.

Addendum For Section 1031 Exchange

TXR 1956 · TREC 60-0

Review when: Review when a party intends to use a Section 1031 exchange.

Notice to Prospective Buyer

TXR 2505 · TREC 58-0

Review when: Notice to Prospective Buyer may be useful where a TREC promulgated contract is not used; the unimproved-property contract itself contains several statutory notices.

Seller’s Disclosure about Groundwater and Surface Water Rights

TXR 1425 · TREC 61-0

Review when: Review groundwater/surface-water disclosure requirements based on the contract and property facts.

Use the current official form

This page explains the form; complete the current official TREC version for the transaction. Form shown in this resource: **TREC 9-18**.

Need further assistance?

For transaction-specific questions, contact your broker or **Broker Rochelle Fitzgerald** at Fitz & Co. Real Estate.

Educational resource

For educational purposes only. Agents should verify current forms and consult with their broker when needed.

Fit & Co. Texas Resource Center | Educational resource. Use the current form version for the transaction.