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# Land Seller's Listing Checklist

*20 Steps to Help Get Your Land Listed, Shown and Sold with a Land Broker*

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RecLand Realty, LLC

**Land Seller’s Listing Checklist**

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**Disclaimer**

This checklist is for general education only. It is provided as-is and does not make or imply any guarantee of any outcome. Laws and practices differ from state to state, so check your state's rules and consult your own professionals, such as attorneys, surveyors, foresters and tax advisers, for guidance on your situation.

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# Before You Start

You've decided to sell. Good. Now the job is getting the land, the paperwork and the people ready so the right buyer can say yes and the deal can close without a mess.

This checklist is written the way we work with sellers at RecLand Realty. Nothing in it is a secret, and nothing in it only works with us. Wherever your land is and whichever land broker you hire, the same general steps apply. Where the rules change from state to state, we say so. Check your state's rules and use your own attorney, surveyor and tax adviser for answers about your tract.

Go through the twenty points in order the first time. Then use the worksheet, the document list and the showing checklist in the back to keep track as you go. Most land doesn't sell with one phone call. It sells because the owner did the homework before the first buyer ever drove through the gate.

# The Checklist: 20 Steps

*Each step has room underneath for your own notes, names and dates.*

## 1. Decide you really want to sell.

Write down why you're selling and what price or terms would make a sale worthwhile to you. "If it sells, it sells" usually means an owner who isn't ready, and being unsure can cost you money when a good offer shows up. Settle your number before a buyer is waiting on an answer.

- Start early if you can. Call your broker 6 to 12 months before you want to sell, while there's still time to fix things on your terms.
- Some fixes take lead time: thinning timber, grading a road, marking lines, talking with a lessee about the lease, or a perc test in places where it can only be done at certain times of year.
- Think about the season. Buyers like to walk the ground when the woods open up after leaf fall. Ask your broker when land like yours moves best where you are.

*For more, see How to Sell Your Land Faster by Pat Porter.*

**My notes:**

## 2. Pick a land broker who sells land.

List with an experienced land agent at an established land broker, not a house agent or a relative doing you a favor. Ask what land they've sold near you, who their buyers are and how they'll market your tract. At RecLand Realty, all we do is land, and that's the kind of broker to look for wherever you live.

*For more, see The Land Agent Book by Pat Porter.*

**My notes:**

## 3. Tell your broker up front.

At the first meeting or phone call, before anything is listed, tell your broker about anything that could slow or stop a sale. Surprises that come out halfway to closing kill deals. Brought up at the

start, most of these can be fixed, priced or explained before a buyer ever gets attached to the place.

- Undivided interest, heirs or co-owners, or an estate that isn't settled
- Known title problems: old mortgages, liens, judgments or gaps in the chain
- Boundary questions, missing corners, or fences and buildings over the line
- A right of first refusal or option someone holds on the land
- Access that depends on a neighbor's goodwill instead of a recorded right
- Recorded easements, pipelines or power lines, and anyone using the property
- Mineral or timber reservations, and minerals you don't own
- Hunting, farm, timber or other leases, and program contracts like CRP

**My notes:**

## 4. Get every owner on board.

Everyone on the title has to agree and sign, and that includes heirs, co-owners and anyone holding a power of attorney. Ask the closing attorney or title company early who must sign and what paperwork proves it. If there are heirs or undivided shares, raise it at the start (Point 3), because buyers discount fractional interests and family disagreements stall deals.

**My notes:**

## 5. Get a realistic value range.

Get value information from people who aren't emotionally tied to the land: a land agent, an appraiser who knows your kind of property, or people who recently bought similar land nearby. Use closed sales, not asking prices, and expect a range, not a single bull's-eye number. Compare access, usable acres, rights and likely use, the negatives too.

- Don't pick a broker just because he quotes the highest price. Ask which closed sales back up the number.

***On the RecLand listing agreement:*** *the published asking price is written in, with terms of cash or other mutually agreed terms. See the Sample Listing Agreement page.*

**My notes:**

## 6. Know your net, not just your price.

Figure what you'll actually keep after the commission, loan payoff, closing costs and any work you agree to pay for. Ask your lender about a payoff, or a partial release if you're selling only part of the land. Talk to your tax adviser before you list, not after the money arrives.

*Before you list, see Talk to Your CPA Before You List for questions to take to your tax adviser.*

**My notes:**

## 7. Read the listing agreement and talk commission.

The listing agreement sets the price, how long the listing runs, what the commission is and how the listing can end. Commissions are negotiable, so ask questions and get the answers in writing. Most land brokers, RecLand included, split the commission with the buyer's agent so you aren't charged twice. The new world we live in after the NAR decision on commissions in 2024 sometimes has the buyer's agents asking for the seller to pay additional commission on top of what the seller is already committed to with their listing broker. A good land broker will try to stay ahead of this by using the total listing commission to be split in ways that satisfy the buyer's agent.

***On the RecLand listing agreement:*** *there's a blank for the commission percentage and a 90-day period after expiration; the form says commission is fully negotiable and not set by law, and the broker may split compensation with a buyer's broker. See the Sample Listing Agreement page.*

**My notes:**

## 8. Build one property file.

Put your deed, surveys, access agreements, leases, tax bills and other records in one place, and date the older information. Keep a list of facts that still need confirming. Leave private financial and family records out of anything that would go to the listing broker to be used for marketing information.

**My notes:**

## 9. Confirm legal access.

A road you've always used is not the same as a recorded right to use it. Find the actual access document if you have one, have the closing attorney or title company review it, and compare it to the road on the ground. Many lenders want deeded access or public road frontage, so weak access can shrink your pool to cash buyers. If access is a question, raise it at the start (Point 3).

***On the RecLand listing agreement:*** *the seller warrants public road frontage or deeded access, with any exceptions noted in Other Terms. See the Sample Listing Agreement page.*

**My notes:**

## 10. Know your lines and corners.

If corners, lines or acreage are in question, consider a current boundary survey before you list. A tax map, a phone app or an old fence is not the boundary. List any encroachments, like a neighbor's fence, shed or road across the line, and raise them at the start (Point 3) so there's time to settle them.

***On the RecLand listing agreement:*** *the seller warrants no known boundary encroachments, with any exceptions noted in Other Terms. See the Sample Listing Agreement page.*

**My notes:**

## 11. Clear title snags early.

Many sellers will have an attorney or title company check title before they list, especially on inherited land, partial interests or an old, unreleased mortgage. This is a good plan on tracts when you already suspect there are title issues, and it’s in the “fix it now or fix it later” category. A recorded right of first refusal means someone else may get first crack at the deal, so it needs to be handled with care and written notice. Rules on heirs, partition and these rights differ, so check your state's rules and use an attorney.

***On the RecLand listing agreement:*** *the seller warrants merchantable title, with any exceptions noted in Other Terms. See the Sample Listing Agreement page.*

**My notes:**

## 12. Know what rights you own: minerals and more.

Give your attorney the deeds, reservations and leases so you know which mineral, timber and water rights you actually own if you have doubts. Decide what you'll convey or keep before you set the price and keep the language the same from listing to closing. A mineral split doesn't have to be all, half or none, and buyers who plan to build often care a lot about surface protection. The clear information you receive from your attorney can then be given to the listing broker to be used in the marketing.

***On the RecLand listing agreement:*** *the minerals line has check-boxes for Negotiable, All to Convey, Reserve All, Reserves ____%, or Seller owns none. See the Sample Listing Agreement page.*

*For more, see The Third Rail of Land Deals by Pat Porter.*

**My notes:**

## 13. Line up leases and program contracts.

Gather every hunting, farm, timber or grazing lease and any CRP or conservation easement contract, along with its maps. Have your attorney read the transfer and termination language, and ask the agency what happens to a program contract at a sale. Buyers need to know what continues after closing and what ends.

***On the RecLand listing agreement:*** *the seller provides copies of any FSA/NRCS, CRP, WRP or similar agreements, plus FSA's 156 and field maps, and checks whether lease, contract and easement copies are attached or none are known. See the Sample Listing Agreement page.*

**My notes:**

## 14. Decide about timber before you list.

Compare selling with the timber standing against cutting first and selling what's left, with your agent and a forester. Get a current timber cruise when the volume warrants it. If you cut, update the maps, photos and description afterward.

***On the RecLand listing agreement:*** *all timber rights are included unless noted in Other Terms. See the Sample Listing Agreement page.*

**My notes:**

## 15. Tell the truth about utilities and septic.

Tell your broker exactly what's true: a power line passes the tract, a provider will extend service, or a meter is connected and working. Check water and septic feasibility for likely building sites, because perc and permit rules are local, so check your state's rules. Report phone and internet service only where you've actually used it. If you're going to price your property as suitable for home sites or development then confirmed utility infrastructure is necessary.

**My notes:**

## 16. Make a good first impression.

Start where a buyer stops his truck: a clear entrance, a safe place to pull off and a gate that opens. Fix what's unsafe first, then what keeps people from seeing the land, then what's merely unattractive. Bush-hog the roads and trails, clear limbs and pick up trash. Nice "curb appeal" applies in rural real estate, too.

*For more, see How to Sell Your Land Faster by Pat Porter.*

**My notes:**

## 17. Give buyers a clear look.

Check the sales map for the right entrance, route, lines and leased areas, and label any approximate lines. Make sure the photos show the entrance, interior roads and normal condition, and label seasonal photos. Read the draft listing for errors before it goes live. Every land broker will gladly let you review the information if you want to. Where some brokers and agents will chaff a little is when sellers suddenly want to become amateur marketing experts and start critiquing every little thing. Review the material to be sure all is factual then let the broker you chose use their existing systems to make it public.

**My notes:**

## 18. Set up showings and keep the place up.

Agree with your broker on how showings work if there are reasons they need to coordinated with you. Most of the time, the agent will simply handle it based on buyers' needs. But if other situations exist, plan for who handling keys and gates. If you live away from the land, set up a local plan for bushhogging, gates, trash and storm checks while it's listed. Tell your broker which routes need dry weather.

**My notes:**

## 19. Read every offer all the way through.

Don't just lock in the offer price, but carefully review rights, other included items, expenses, dates, possession and conditions. Find out how the buyer plans to pay, and compare offers on the same basis. If a buyer asks you to finance part of the price, have an attorney explain the paperwork your state allows and spell out the down payment, rate, term and what happens on default. The offer can be come the contract. And the contract is the road map the closing attorney will use to finish the sale. Be sure all the details are clear so no last minute surprises jump up and create conflict or a busted deal.

***On the RecLand listing agreement:*** *the broker may accept a non-interest-bearing deposit held in a federally insured institution; a disputed deposit isn't paid out without mutual written consent, a court order or a Louisiana Real Estate Commission order. See the Sample Listing Agreement page.*

**My notes:**

## 20. Keep the deal moving and close carefully.

Put your tasks on a list with dates, coordinate any inspections and steps in the buyer's due diligence through your broker and keep every change in writing. Keep the land in the agreed condition, review the settlement figures and give the closing office your ownership and loan information early. Confirm wire instructions by calling a phone number you already know is

good. A good closing is a boring closing. This simply means all the details were clear and known to all parties before it was time to show up and sign.

- Settle possession: when each lease ends, and when cattle, equipment or a hunting club have to be off the place.
- Hand over gates, keys, combinations and utility accounts as agreed.
- Expect the buyer to walk the land before closing to see that it's in the agreed condition.

**My notes:**

# A Closer Look: Special Situations to Raise Up Front

Most tracts have at least one wrinkle. That's normal. The trouble starts when a wrinkle comes out halfway to closing instead of at the kitchen table on day one.

These short sections go a little deeper on the special situations from Step 3. They're written the way we handle them at RecLand, but the same thinking can work with any land broker in any state. Rules differ from state to state, so check your state's rules and get your attorney, surveyor or forester involved where the section says to. On every one of these, the first move is the same: raise it with your broker at the start.

## Undivided Interest and Heirs

Undivided interest is co-ownership without a neat "your acres, my acres" line on the ground. The paper may say you own a tenth, a sixteenth or half. The fence doesn't. You're selling a fraction of the whole, not a surveyed parcel, unless somebody surveys, partitions and deeds that piece out.

Inherited land works the same way until the paperwork catches up. Land that came down from a family member may be "yours" in sentiment, but buyers need good title from every owner. Have the closing professional determine what documents are needed to show who owns what and who can sign. The process for inherited property depends on the state and the ownership history.

Be ready for the price conversation. A buyer of an undivided interest is buying partners, and he can't control the land like a sole owner. Undivided interests often trade at a hard discount to what the same acreage would bring with clean, full ownership. That isn't an insult. It's the structure.

When co-owners want different things, a few paths show up again and again: negotiate a buyout, have one side name a price the other can buy or sell at, or partition the land into separate tracts. Partition can be the cleanest outcome and the hardest socially. An attorney belongs in the conversation before anybody markets a fraction.

**Raise it at the start:**

- Who owns what fraction, and can each owner prove it on paper?
- How many co-owners or heirs are there, and are they all on board?
- Is any estate or succession still open?
- Is anyone fishing for a cheap buyout, or is partition already being discussed?

## Title Snags

You must have good title to sell your land to most buyers. Old unreleased mortgages, judgments, gaps in the chain of ownership, an estate nobody opened or a business that owned the land years ago can all stop a closing. None of them fix themselves just because everybody means well.

Have the closing attorney or title company look at title before you list if you know, or suspect, you have issues in the chain, not after a buyer is under contract. If an old owner, a deceased

relative or a company shows up in the chain, the fix may involve records held somewhere else. Start looking as soon as the professional tells you what's needed.

Make a list of everybody using the property, too. A neighbor storing equipment in your barn, cattle grazing on a handshake or a hunting club that paid for the coming season are all things a listing broker and a potential buyer needs to know about. Give your broker the written agreements you have and get advice on the rest.

Put unresolved items on one page with who is handling each one and the next step. An honest explanation of a known issue and a workable plan beats saying it will all be fine at closing.

***On the RecLand listing agreement:*** *the seller warrants merchantable title and no known leases or agreements except as disclosed, with exceptions noted in Other Terms. See the Sample Listing Agreement page.*

**Raise it at the start:**

- Any mortgages, liens or judgments on the land?
- Any gaps or old names in the chain of title?
- Anyone using the land under a handshake deal?
- Has a title professional looked at it yet?

## Boundaries and Encroachments

The fence is not the deed. I've walked tracts where the seller pointed at a wire and said, "That's the line," while the legal description told a different story. Sometimes a barn corner or a camp trailer sits over the line, or two old descriptions claim the same strip.

A tax map, a pin on your phone or an old fence is not a survey. Get a current survey when the stakes are real: a high price per acre, plans to divide or build, corners nobody can find, old descriptions, or an encroachment that looks real. A survey also settles acreage before it can blow up a deal.

Fix what you can before you call the land clean. Neighbors who will sit down with a surveyor can often settle a line with a boundary agreement or a quitclaim prepared by an attorney. Don't move a marker or cut a new line yourself to settle the question. Rules on boundaries and long use differ from state to state, so check your state's rules and get counsel when the line is the fight.

Don't market "clear boundaries" when corners are missing and the fence tells a different story than the deed. Tell your broker what you know before the listing goes live.

***On the RecLand listing agreement:*** *the seller warrants no known boundary encroachments, with any exceptions noted in Other Terms. See the Sample Listing Agreement page.*

**Raise it at the start:**

- Are the corners pinned and findable?
- Does the fence match the deed, or just family memory?
- Is anyone's barn, camp, road or trail sitting over the line?
- When was the last survey, and who did it?

## Access

Access is half the title story. The question isn't only whether you own the land. It's how a buyer gets from a public road to it, and whether that right goes with the deed.

A road you've always used is history, not a right. Permission gets you in; it doesn't automatically pass to the next owner. Most tracts fall into one of a few categories: frontage on a public road or a recorded easement to one, no recorded access yet but obtainable from a neighbor or timber company, a trail that's used but not deeded, or truly landlocked. Know which category you're in before you talk asking price.

Lenders typically want public road frontage or a recorded easement they can insure. Without it, your buyer pool may shrink to only cash buyers. Even deeded access has a quality side: how long the road is, who maintains it and whether a buyer can get in during the wet months. Legal access that's miserable to drive prices like miserable.

Get the actual access document and have the closing attorney or title company compare it to the road on the ground. If access needs to be cured, the options are to fix it before listing, fix it by closing or sell as-is at a price that reflects it. Put the choice in writing with your broker.

Legal access isn't always insurable access. A title company may balk at an old county road nobody maintains anymore, or a recorded easement with a vague description, and that can cause trouble with a buyer's financing. If you bought the land with a loan, you likely got a title policy then. Dig it out and give it to your broker and closing attorney.

***On the RecLand listing agreement:*** *the seller warrants public road frontage or deeded access, with any exceptions noted in Other Terms. See the Sample Listing Agreement page.*

**Raise it at the start:**

- Do you front a public road, or rely on a recorded easement?
- Does the recorded route match the road you drive?
- Who owns the land under your road, and who maintains it?
- Can a truck get in during the wet months?

## Right of First Refusal

A right of first refusal is simple in plain English. Somebody else gets the first shot at buying the land if the owner ever decides to sell. Before you close with a new buyer, that person gets to say yes or no.

Treat it like a minor detail and it can hurt you. Some buyers go cold when they hear someone else gets first crack. Sloppy notice can leave a seller with nobody: the first buyer gone, the holder's deal fallen apart and silence on the table.

Done right, it works. Put the right in the buyer's contract in plain words. Give the holder written notice you can prove, along with a real written offer. Keep the decision window as short as the paper allows. If the holder says yes, sign a written contract with him before you release the first buyer. How long the holder gets and how the right is enforced differ by state, so check your state's rules and get an attorney involved before you grant, accept or close through one.

**Raise it at the start:**

- Does anyone hold a right of first refusal or an option on the land?
- Is it recorded, and what does it say about notice and timing?
- Who has a copy of the document?

## Owner Financing

Owner financing makes you the bank. Money comes back monthly or yearly instead of all at once, while the buyer uses the land like his own. It can move a tract that cash buyers pass over, and it can also leave a seller with damaged improvements, missing timber and a foreclosure education he never wanted.

Start with a few honest questions. Do you need a lump of cash soon? If so, owner financing may be the wrong fit. What could be ruined or removed while someone else is in possession? And what does your state allow, and how do you get the land back if the payments stop? Plan that exit at the beginning.

I never owner finance anything with good merchantable timber. People say you can protect it in the contract. Protect it from whom? Honest people, yes. But they aren't the ones you need protection from.

When it is the right tool, a few habits help: full price or close to it, an interest rate that reflects the risk, a meaningful down payment, detailed documents prepared by an attorney, a title search and a recorded instrument. Spell out where payments go, who pays taxes and insurance and what happens on default. Advertising terms has to follow your state's and broker's rules.

***On the RecLand listing agreement:*** *owner financing isn't named; the terms line reads "Cash or other mutually agreed terms," and any special terms would be written in Other Terms. See the Sample Listing Agreement page.*

**Raise it at the start:**

- Do you need the cash now, or can you wait on payments?
- Is there timber or anything else that could be removed?
- Who is your attorney for the documents?
- What happens if the buyer stops paying?

## Minerals and Other Reservations

Don't be hard-headed about subsurface rights. It's your land, and you can do as you please. But if the goal is to sell at a fair price, a little give and take helps. Buyers have become very sophisticated about rights that affect their new property, and they want some control.

Start by knowing what you actually own. Give your attorney the deeds, reservations and leases. Minerals may already have been reserved by a past owner or a timber company, and what you think you own may not be what the records show.

Think about the buyer's plan. Holding all the minerals on a small homesite tract may not add much to your life, but the buyer who wants to build will think hard about it. A split doesn't have

to be all, half or none. Ask what surface use the buyer wants to protect, and have the attorney explain what can be negotiated.

Put any reservation in front of your broker before you set the asking price, and keep the language the same from listing to offer to closing. The same goes for timber, water or other rights you plan to keep. Mineral rules vary a lot from state to state, so check your state's rules.

***On the RecLand listing agreement:*** *the minerals line has check-boxes for Negotiable, All to Convey, Reserve All, Reserves ___%, or Seller owns none. See the Sample Listing Agreement page.*

**Raise it at the start:**

- Do you own the minerals, all or part?
- Are there existing mineral leases or production?
- What, if anything, do you want to keep?
- Has an attorney reviewed the deeds and reservations?

## Timber

Timber on the stump has a measurable market value. Sometimes that value helps a sale and sometimes it's the very thing standing in the way. If the land and the timber together price the tract above what buyers in your area will pay, the tract can sit.

Before you list, compare two complete outcomes with your broker and a forester. One is selling with the timber standing. The other is cutting first and selling what's left in its actual condition. Don't count a timber check as extra money while still asking for the original timber value in the land price.

Get a current timber cruise when the volume warrants it. Hire a forester when you need one; a lot of trees on a small tract usually doesn't call for a paid cruise. If you cut, mark the trees and areas you want to keep, settle roads, loading and cleanup with the contractor, and update the maps, photos and description afterward.

Reserving the timber and cutting after the sale is simple on paper and sticky in real life. If you must, have your attorney and forester address the deadline, access, wet weather, damage and cleanup. And tell your broker about any timber lease or timber deed before anything else is decided.

If you hire a forester, hire a consulting forester who works for you. A forester who works for a timber company is there to buy timber. A cruise also goes stale with growth, harvests and markets, so if yours is more than four or five years old, ask whether it needs updating before you list.

***On the RecLand listing agreement:*** *all timber rights are included unless noted in Other Terms. See the Sample Listing Agreement page.*

**Raise it at the start:**

- When was the timber last cut, and how?
- Is there a timber lease or timber deed on the land?
- Has a forester looked at it recently?
- Do you plan to cut, sell standing or reserve?

## Soil and Topo Maps

A pretty aerial can hide a wet spot or a steep draw. Soil maps and topo maps help you, your broker and your buyer understand the ground before anybody makes promises about it.

The USDA's free Web Soil Survey maps the soils on any tract. Draw your area, open the soil map, then run the ratings for drainage, flooding and ponding, septic and building limits and timber productivity. Better-drained soil and gentler slopes generally favor homesites and septic, while hydric soils and frequent flooding are flags that need a closer look.

A topo map shows the lay of the land. Contour lines close together mean steep ground; far apart means fairly flat. Blue lines are water. Where contours hook up a draw, that's a drainage, and low spots can hold water and wildlife or cut off a truck after a rain. USGS topoView and The National Map show current and historic topo maps, and the FEMA Flood Map Service Center shows mapped flood zones.

These are planning tools, not answers. A soil map is not a perc test, a topo line is not a survey and a mapped flood zone doesn't tell you how a particular spot actually floods. Use them to know what to ask, and share what you find with your broker so the listing tells the truth about the ground.

This work should not fall entirely on your shoulders. A good land broker will have all these tools and use them on your tract. If you can use them in advance of your listing to help you learn the facts about your tract, that will help you and your broker to both “sing from the same sheet of music” so to speak.

**Raise it at the start:**

- Have you pulled a soil report for the tract?
- Where are the low spots, drains and wet areas?
- What's the mapped flood zone?
- Has a site been evaluated for septic?

# Talk to Your CPA Before You List: Tax Talking Points for Land Sellers

*This is not tax or legal advice. Take these questions to your CPA or tax adviser for clarity regarding your specific situation.*

**1. How long have I owned it?** Land held more than a year usually gets long-term capital gains rates, which are lower than ordinary income rates. If you've owned it a year or less, ask what the difference would be if you waited. Also ask whether the 3.8% net investment income tax applies to you.

**2. What's my cost basis?** Basis is what you paid plus closing costs and the money you put into the land: roads, culverts, ponds, fencing, clearing, surveys and wells. Inherited land usually takes its value on the date of death, and gifted land usually carries over the giver's basis. A higher basis means a smaller taxable gain. Ask whether timber or depreciated improvements, like a barn or shop, change the math.

**3. Does a 1031 exchange fit?** If the land was held for investment or business use, you may be able to roll the gain into other real estate and put off the tax. The rules are strict. You have 45 days to identify the replacement property and 180 days to close on it, and a qualified intermediary has to hold the money. Tell your broker early, because the closing date starts both deadlines, and if you ever taking possession of the proceeds of a sale, then you no longer qualify to use the 1031 exchange.

**4. Would an installment sale help?** If you owner-finance the sale, you may be able to report the gain as the payments come in instead of all in one year. Ask how interest income, any depreciation recapture, and the buyer defaulting would be handled.

**5. How will property taxes be split at closing?** Taxes are usually prorated to the closing date. Ask whether your parish or county taxes are paid in arrears, and who owes this year's bill.

**6. Are there state angles?** Ask about:

- State income tax on the gain.
- Rollback taxes if the land is assessed at a farm, timber or other current-use rate.
- Withholding rules for sellers who live out of state.
- Transfer taxes or stamps.
- How selling timber separately from the land is treated.

**7. Records to have ready:**

- Your purchase closing statement and deed.
- Receipts for improvements.
- Survey and timber cruise costs.
- Property tax bills.
- Any lease income records.
- 1031 or inheritance paperwork.
- Prior depreciation schedules.

Expect a Form 1099-S from the closing agent reporting the sale to the IRS.

# Property Information Worksheet

*Fill this in before your first meeting with your broker. Leave a blank where you don't know, and add it to your list of things to confirm.*

| | |
|---|---|
| Owner name(s) on the deed | |
| How title is held (sole, co-owners, heirs, estate, trust, company) | |
| Who must sign | |
| Property location / road | |
| County or parish | |
| Parcel ID number(s) | |
| Acres: deeded / surveyed / estimated | |
| Deed reference (book and page or instrument no.) | |
| Access (public road, recorded easement, other) | |
| Gate, keys and combinations | |
| Survey (year and surveyor) | |
| Known boundary issues or encroachments | |
| Power | |
| Water | |
| Septic / perc results | |
| Internet or cell service (where you've used it) | |
| Minerals: own / reserved by others / leased | |
| Timber: last cut, cruise date | |
| Leases (type, holder, end date) | |
| Program contracts (CRP, easements) | |
| Recorded easements, pipelines, power lines | |
| Right of first refusal or option | |
| Mortgage or liens (lender) | |
| Improvements (camp, barns, ponds, roads) | |
| Flood zone | |
| Items staying with the land | |
| Items you're keeping | |
| Timing needs (crop, hunt, move) | |
| Value range from broker | |
| Estimated net to you | |
| Hunting history (trail cams, harvests, food plots, stands) | |
| Annual operating costs (taxes, power, irrigation) | |
| Tax adviser / CPA name (1031 planned?) | |

# Timber, Minerals, Leases and Improvements Worksheet

*Fill in what you know about what's on and under the land. It helps your broker price the tract and answer buyers' questions the first time.*

## Timber

| | |
|---|---|
| Timber type (pine, hardwood, mixed) | |
| Approximate timber acres | |
| Last harvest (year and type) | |
| Timber lease or timber deed (holder, end date) | |
| Forester name and last cruise date | |

## Minerals

| | |
|---|---|
| Mineral rights owned (all, part, none) | |
| Prior reservations (who and when) | |
| Mineral lease (company, date, status) | |
| Production or royalty income | |
| Surface use you want protected | |

## Leases and Other Users

| | |
|---|---|
| Hunting lease (holder, end date, notice terms) | |
| Farm or grazing lease (holder, end date) | |
| Other users or handshake agreements | |
| Program contracts (CRP, easements) and end dates | |

## Improvements

| | |
|---|---|
| Camp or house (size, condition) | |
| Barns, sheds, stands | |
| Ponds, wells, water-control structures | |
| Interior roads, culverts, bridges, crossings | |
| Gates and fencing | |
| Power, water and septic in place | |
| Well details (age, depth, pump size, capacity) | |

# Documents to Gather

*Check off what you have and bring copies to your broker and/or title company when a sale is pending and your CPA for tax information. Ask your attorney or title company about anything missing.*

***On the RecLand listing agreement:*** *the seller provides copies of any farm program agreements, FSA's 156 and field maps, and any known leases, contracts or easements. See the Sample Listing Agreement page.*

☐ Deed(s) to the property

☐ Succession, probate or judgment of possession papers, if inherited

☐ Will, trust or company papers, and any power of attorney

☐ Survey and plat

☐ Access documents (recorded easement or servitude)

☐ Title insurance policy or title opinion from when you bought

☐ Mortgage statement and lender contact. Can also provide this with contract to sell to be given to title company

☐ Property tax bills and assessor map

☐ Mineral deeds, mineral leases and royalty statements

☐ Timber deeds, timber leases, cruise and harvest records

☐ Hunting, farm and grazing leases

☐ CRP or conservation easement contracts and maps

☐ Right of first refusal or option agreements

☐ Recorded restrictions or covenants

☐ Utility bills, service estimates and meter information

☐ Septic permits or perc test results

☐ Flood zone or wetland determinations

☐ Records and receipts for roads, culverts and other work

☐ Good photos, including seasonal ones

☐ List of items staying with the land

☐ Purchase closing statement, plus survey and timber cruise costs, for your tax adviser

☐ 1031 exchange paperwork and prior depreciation schedules, if any

☐ Lease income records

☐ Annual operating costs: irrigation and power bills, crop or yield history, soil tests

☐ Hunting tracts: trail camera photos, harvest records, food plot and stand locations, habitat or timber-stand work. Listing brokers love to get game camera pictures to use in the listing.

# Showing and Access Prep

*Run through this before the listing goes live and again before each busy season as needed.*

☐ Entrance clear and a safe place to pull off

☐ Gate opens easily; codes kept out of ads

☐ Keys and combinations arranged with your broker

☐ Roads and trails bush-hogged, limbs cleared

☐ Trash picked up around stands, camps and buildings

☐ Surveyed corners flagged where they can be found

☐ Hazards noted: old wells, weak bridges, open holes, livestock

☐ Tenants and hunting lessees told about the showing schedule

☐ Dry-weather-only routes pointed out to your broker

☐ Camp and buildings clean and unlocked as agreed

☐ Local contact set for gates and storm checks if you live away

☐ Showings coordinated through your broker

# Questions to Ask Your Land Broker

1. What value range do you see, and which closed sales support it?

2. Who are the likely buyers for this tract, and how will you reach them?

3. What should I fix before listing, and what isn't worth the money?

4. Do you recommend a survey, a timber cruise or an appraiser here?

5. How long is the listing, and how is the commission handled?

6. How will showings work, and who handles gates and keys?

7. How often will we review inquiries, showings and feedback?

8. Which of the items I raised up front could slow a sale, and what's the plan for each?

9. Who will handle the closing, and what will they need from me early?

10. How should we handle an offer that asks me to finance part of the price?

11. Should this land sell as one tract, or would it bring more divided into smaller tracts?

# Sample Listing Agreement

This is the actual listing agreement RecLand uses for Louisiana land. It's our one-page Exclusive Right to Sell Contract (LA v. 10-26), the same form RecLand sellers sign today, and it's shown on the next page.

RecLand's agreement is one page; other companies often use multi-page contracts. That's simply how RecLand does it. Either way, the same basic parts show up in most land listing agreements, so this form is also a good general picture of how one works. Other brokers use their own forms and other states have their own rules, so yours may look different.

Here's what each part of RecLand's form says, and what to watch for:

- **Dates, agent and sign:** The listing date, the expiration date (midnight) and the listing agent(s). It also says a "For Sale" sign may be placed on the property. Watch for: the length of the listing you agree to.
- **Property and legal description:** The property name (acres, road, parish) and the legal description, or an attached deed, Parcel ID# or tax statement. Watch for: make sure it matches your deed, especially if you're selling only part of the land.
- **Asking price and terms:** The published asking price, with terms of cash or other mutually agreed terms. Buildings, installed improvements and fixtures are included unless otherwise noted. Watch for: note anything you plan to take with you.
- **Minerals:** Check one: Negotiable, All to Convey, Reserve All, Reserves ____%, or Seller owns none. Watch for: know what you actually own before you check a box.
- **Timber:** All timber rights are included unless noted in Other Terms. Watch for: a timber lease, timber deed or plan to cut belongs in Other Terms.
- **Farm and other programs:** The property is free of third-party programs unless noted. The seller provides copies of any FSA/NRCS, CRP, WRP, conservation or similar agreements, plus FSA's 156 and field maps as applicable, and authorizes release of FSA/NRCS data to the broker.
- **Leases and easements:** Check one: copies attached or none known. Watch for: hunting, farm and grazing leases, pipelines and road easements all count.
- **Exclusive right to sell:** The seller hires RecLand as sole and exclusive agent to sell at the listed price or any other price the seller accepts, and to accept deposits. The seller refers all prospects to the broker during the term, and the broker may cross-list with other brokers at no extra cost to the seller.
- **Compensation:** The seller pays the broker the percentage written in the blank on the gross sale price, on any sale, exchange or option negotiated during the term, or within 90 days after expiration to anyone shown or quoted the property during the listing. Commission is earned when the broker procures an acceptable offer at listed price and terms. The broker may split compensation with a buyer's broker. Commission is fully negotiable and not set by law. Watch for: the 90-day period after the listing ends.
- **Deposit:** The broker may accept a non-interest-bearing deposit and place it in a federally insured institution, and has no liability for bank failure. In a dispute, the deposit isn't paid out without mutual written consent, a court order or a Louisiana Real Estate Commission order. If a deposit is forfeited, the broker may keep one-half, not more than the commission.
- **Seller warrants:** (1) Merchantable title; (2) public road frontage or deeded access; (3) no known boundary encroachments; (4) no known leases or agreements except as disclosed. Exceptions go in Other Terms, and the broker may present these warranties to buyers. Watch for: this is where the items you raised up front in Step 3 get written down.

- **Other terms and conditions:** Blank lines, with an extra sheet attached as needed, for exceptions and anything special about your deal.
- **Indemnity and attorney fees:** The seller indemnifies the broker against claims from inaccurate information or undisclosed material facts given by the seller, pays the broker's reasonable attorney fees and costs if counsel is used to enforce the agreement, and indemnifies the broker against injury or property-damage claims due to the condition of the premises or the seller's negligence.
- **Electronic communication and signatures:** Email, text and similar messages count as written authorization. Up to two sellers print, sign and date on the form (attach a sheet for more), and add a best email and phone contact. Watch for: every owner needs to sign.

*This page describes what the form says. It isn't legal advice. Have your attorney review any listing agreement before you sign.*

*RecLand Realty's actual Exclusive Right to Sell Contract for Louisiana land (LA v. 10-26).*

**EXCLUSIVE RIGHT TO SELL CONTRACT – LA v. 10-26**

RecLand Realty, LLC
Pat Porter, Broker
2222 S. Louisa St.
Rayville, LA 71269

Phone: 318.281.4900
www.RecLand.net
office@recland.net

**DATE of LISTING:** _____
**DATE of EXPIRATION** (midnight): _____
A "For Sale" sign may be placed on the property.
**Listing Agent(s):** _____

**PROPERTY NAME (acres-road-parish):** _____

**LEGAL DESCRIPTION** (or attach deed, Parcel ID#, or tax statement):

_____

_____

**PUBLISHED ASKING PRICE**: $_____ TERMS: Cash or other mutually agreed terms.

The property includes buildings, installed improvements, and fixtures at execution unless otherwise noted.

**MINERALS (check one):** ☐ **Negotiable** ☐ **All to Convey** ☐ **Reserve All** ☐ **Reserves** ____**%** ☐ **Seller owns none**

**TIMBER:** All timber rights included unless noted in Other Terms.
**FARM / OTHER PROGRAMS:** Property is free of third-party programs unless noted. Seller will provide copies of all FSA/NRCS, CRP, WRP, conservation, or similar agreements. Include FSA's 156 and field maps as applicable.
**LEASES / EASEMENTS:** Any known leases, contracts, or easements? **(check one):** ☐ **Copies attached** ☐ **None known**

For and in consideration of services to be performed, Seller employs RecLand Realty, LLC ("Broker") as sole and exclusive agent to market and sell the above property at the listed price or any other price Seller accepts. Seller grants Broker the exclusive right to sell and to accept deposits. **Seller agrees to refer all prospects to Broker during the term. Broker may cross-list with other brokers at no extra cost to Seller.**

**COMPENSATION:** Seller agrees to pay Broker _____% of the gross sale price on any sale, exchange, or option negotiated during the term or within 90 days after expiration to anyone shown or quoted the property during the listing term. Commission is earned upon Broker procuring an acceptable offer at listed price and terms. **Broker may split compensation with a buyer's broker. Commission is fully negotiable and not set by law.**

Broker is authorized to accept a non-interest-bearing deposit from Purchaser and place it in a federally insured institution. Broker has no liability for bank failure. In case of dispute, deposit will not be disbursed without mutual written consent, court order, or Louisiana Real Estate Commission order. If any deposit is forfeited, Broker may retain one-half (not to exceed the commission amount) as compensation.

**SELLER WARRANTS:** (1) merchantable title; (2) public road frontage or deeded access; (3) no known boundary encroachments; (4) no known leases or agreements except as disclosed. Exceptions noted in Other Terms below.

**OTHER TERMS AND CONDITIONS: (**Attach additional sheet as needed)

_____

_____

_____

Broker is authorized to present the above warranties to purchasers. Seller indemnifies Broker against any claims arising from inaccurate information given by Seller or undisclosed material facts by Seller.

Seller agrees to pay Broker's reasonable attorney fees and costs if counsel is employed to enforce this agreement. Seller further indemnifies Broker against all liability, loss, and expense (including attorney fees) from claims for personal injury or property damage on the premises due to its condition or Seller's negligence.

- Seller authorizes release of all FSA/NRCS data to Broker and its agents.
- Seller agrees that any electronic communication (email, text, etc.) constitutes written authorization.

**Seller(s) has read and agrees to above:** (Attach additional sheet as needed for more than 2 Sellers.)

**Print Name:** _____ **Signature:** _____ **Date:** _____

**Print Name:** _____ **Signature:** _____ **Date:** _____

**Best Email & Phone Contact:**_____

# Listing Terms Worth Knowing

**1031 exchange:** A trade under federal tax rules that lets the seller of investment or business real estate put off tax on the gain by buying other real estate, with strict deadlines and a qualified intermediary holding the money.

**Abstract of title:** A written summary of the recorded history of a tract, including sales, mortgages, liens and other filings.

**Asking price:** The price you put on the land when it goes on the market, which should come from comparable sales and the tract's real features.

**Boundary agreement:** A written agreement between neighbors, usually prepared by an attorney with a surveyor's help, that settles where a disputed line is.

**Buyer's broker / Commission split:** The buyer's broker is the real estate company working with the buyer. A commission split is when the listing broker shares part of its commission with that broker. The RecLand form says the broker may split compensation with a buyer's broker. When that happens, the buyer's broker's share usually comes out of the one commission you already agreed to, not a second fee on top of it. Check your own agreement to see how yours is handled.

**Capital gain:** The profit on a sale, figured as the sale price minus your cost basis and selling costs; land held more than a year usually gets long-term rates.

**Clear-cut:** A timber harvest that removes all or nearly all of the trees in an area.

**Closing:** The day the deal is finished: papers are signed, money changes hands and ownership moves to the buyer.

**Closing costs:** The fees and charges paid at closing on top of the price, such as commission, title work, recording fees and loan payoff.

**Commission:** The fee paid to the real estate company for selling the property, set in the listing agreement; commissions are negotiable, and most land brokers, RecLand included, split it with the buyer's agent so the seller isn't charged twice.

**Comps:** Short for comparable sales: recent sales of similar land in the same general area, used to judge what a tract will likely bring.

**Consulting forester:** A forester you hire to represent you on your timber, as opposed to one who works for a timber buyer.

**Contingency:** A condition in the contract, such as financing, a survey or an inspection, that must be met for the sale to close.

**Contour line:** A line on a topo map that joins points of the same elevation; lines close together mean steep ground.

**Cost basis:** What you paid for the land plus closing costs and qualifying improvements; inherited land usually takes its value on the date of death.

**Counteroffer:** A response to an offer that changes one or more terms, such as price or closing date.

**Cross-listing:** Sharing a listing with other brokers so their agents can bring buyers; the RecLand form allows cross-listing at no extra cost to the seller.

**Deeded access:** A recorded right of access, such as an easement, that is written into the land records and passes to future owners.

**Due diligence:** The buyer's homework before closing on title, survey, access, soils, flooding, utilities, leases and restrictions.

**Earnest money:** A good-faith deposit the buyer puts up when the contract is signed, usually credited to the price at closing.

**Easement:** A right to use part of someone else's land for a set purpose, such as a road, pipeline or power line (called a servitude in some states).

**Encroachment:** A fence, building, road or other item that crosses a boundary onto a neighbor's land.

**Exclusive agency:** A listing where one broker is the only agent, but the owner can still sell the land himself without owing a commission; it isn't the form RecLand uses, which is an exclusive right to sell.

**Exclusive right to sell:** A listing where the broker earns a commission no matter who finds the buyer.

**Farm programs:** Government agreements tied to the land through USDA's Farm Service Agency (FSA) or Natural Resources Conservation Service (NRCS), such as the Conservation Reserve Program (CRP) or Wetlands Reserve Program (WRP); the RecLand form asks the seller for copies of any such agreements.

**Fee simple:** Full ownership of a tract, as opposed to a fractional or undivided interest.

**Fixtures and improvements:** Buildings and things permanently attached to or installed on the land, such as barns, wells, fences and gates; the RecLand form includes them in the sale unless otherwise noted.

**Form 1099-S:** The IRS form the closing agent usually files to report the sale of real estate.

**FSA 156:** A farm record kept by the USDA's Farm Service Agency for land tied to its farm programs, often called the FSA-156EZ, and usually paired with FSA field maps. Your local FSA office can tell you whether your property has one and what it shows. The RecLand form asks the seller to include it as applicable.

**Hydric soil:** Soil formed under wet conditions; it is one sign of a possible wetland, not a wetland determination by itself.

**Indemnity:** A promise to cover another person's losses or costs from certain claims; on the RecLand form, the seller indemnifies the broker against claims from inaccurate information or undisclosed facts given by the seller, and against injury or property-damage claims due to the premises' condition or the seller's negligence.

**Installment sale:** A sale where the seller receives payments over time, such as with owner financing, and may report the gain as the payments come in.

**Insurable access:** Access a title company is willing to insure; legal access isn't always insurable, such as an old unmaintained road or a vaguely described easement.

**Landlocked:** Land with no public road frontage and no recorded right of access.

**Lease:** An agreement letting someone else use the land for a set time, such as for hunting, farming or grazing, usually for rent; the RecLand form asks whether copies of known leases are attached or none are known.

**Legal description:** The written description that identifies exactly which land is being sold.

**Listing agreement:** The written contract between a seller and a brokerage that sets the price, the length of the listing and the commission.

**Listing term / Expiration date:** The listing term is how long the listing agreement runs, from the listing date to the expiration date; the RecLand form has blanks for both, and the listing ends at midnight on the expiration date.

**Merchantable title:** Title free enough of reasonable doubt that a reasonable buyer would accept it without fear of a lawsuit; it's the first seller warranty on the RecLand form.

**Mineral reservation:** When a seller keeps all or part of the mineral rights instead of selling them with the land.

**Mineral rights:** The rights to oil, gas and other minerals under the land, which can be sold or kept separately from the surface.

**Net proceeds:** What the seller actually keeps after the commission, loan payoff, closing costs and other agreed charges.

**Owner financing:** When the seller finances part of the price instead of a bank, using paperwork an attorney prepares under state law.

**Partial release:** A lender's release of part of the land from a mortgage, usually when that part is sold.

**Partition:** Dividing co-owned land, or the money from its sale, among the co-owners by agreement or court order.

**Perc test:** A soil test that shows whether a site can handle a septic system; permits are handled locally.

**Plat:** A map drawn by a surveyor showing a tract's boundaries, corners, distances, acreage and features.

**Probate:** The court process that settles a dead person's estate and passes property to heirs (called a succession in Louisiana).

**Proration:** Splitting a cost, like the year's property taxes, between seller and buyer based on the closing date.

**Qualified intermediary:** The independent party who holds the sale money in a 1031 exchange so the seller never takes it in hand.

**Quitclaim:** A deed that gives up whatever interest the signer may have in a piece of land, often used to clean up a boundary or title question.

**Right of first refusal:** A right someone holds to match another buyer's offer before the owner can sell to that buyer.

**Rollback taxes:** Back taxes some states charge when land assessed at a lower farm, timber or other current-use rate changes use or leaves that program; rules differ by state.

**Select cut:** A timber harvest that removes only certain trees and leaves the rest standing.

**Seller warranties:** Promises the seller makes about the property; the RecLand form lists four (merchantable title, public road frontage or deeded access, no known boundary encroachments, and no known leases or agreements except as disclosed), with exceptions noted in Other Terms.

**Site index:** A measure of how tall the main trees on a soil are expected to grow by a set age, used to judge timber growth.

**Stumpage:** The price paid for standing timber before it is cut, usually per ton or per thousand board feet.

**Surface waiver:** An agreement where the mineral owner gives up or limits the right to use the surface for drilling or production.

**Survey:** A licensed land surveyor's measurement of a tract's boundaries, corners and acreage.

**Tail period:** A set time after a listing expires when the broker can still earn a commission if the land sells to someone who learned of it during the listing; on the RecLand form it's 90 days, covering anyone shown or quoted the property during the listing term.

**Timber cruise:** A forester's estimate of the volume and value of the standing timber on a tract.

**Timber rights:** The right to own, cut and sell the standing timber, which can be sold or kept separately from the land; the RecLand form includes all timber rights unless noted in Other Terms.

**Title:** Legal ownership of land, and the record that proves it.

**Title insurance:** Insurance that protects against loss from covered title problems, including ones the search missed.

**Undivided interest:** A share of ownership in the whole tract, such as one-fourth, with no separate acres of your own on the ground.

**Web Soil Survey:** A free online tool from USDA NRCS that maps the soils on any tract and rates them for wetness, flooding, septic limits and more.

**Wire instructions:** The bank details for sending closing funds, which should always be confirmed by calling a phone number you already know is good.

# About RecLand Realty

At RecLand Realty, all we do is land. We've been involved in marketing and selling hundreds of properties in several states throughout the South and portions of the Midwest.

If you're getting ready to sell, talk with a RecLand land agent about a value range, getting your tract ready and putting it in front of the right buyers.

Website: www.RecLand.net

RecLand Talks on YouTube: www.youtube.com/@RecLandTalks

Facebook: www.facebook.com/recland

X: x.com/RecLandRealty

RecLand Realty, LLC, Rayville, LA 71269

# More Land Books by Pat Porter

**How to Sell Your Land Faster – Revised & Expanded 2026 – Proven Ways to Improve the Value & Desirability of Rural Land** (available in ebook, paperback, & audio at Amazon)
https://www.amazon.com/How-Sell-Your-Land-Faster-ebook/dp/B0HR7MFQ7M

**The Stuff the Best Land Agents Do: And You Should Do Them, Too!** (available in ebook & audio at Amazon)
https://www.amazon.com/Stuff-Best-Land-Agents-Do-ebook/dp/B01JVET6NM

**Land Buying Tips From the Pros – How to Buy Rural Real Estate** (available in ebook, paperback, & audio at Amazon)
https://www.amazon.com/Land-Buying-Tips-Pros-Estate-ebook/dp/B01M13FQRS

**Land Mines: Lessons to Keep Your Rural Real Estate Deals from Blowing Up** (available in ebook & audio at Amazon)
https://www.amazon.com/Land-Mines-Lessons-Estate-Blowing-ebook/dp/B01NAQMFHF

**Dumb Questions: Avoid Asking These Questions When You Are Buying Rural Real Estate** (available in ebook & audio at Amazon)
https://www.amazon.com/Dumb-Questions-asking-questions-estate-ebook/dp/B06WW5D9TD

**MORE Land Buying Tips from the Pros – How to Buy Rural Real Estate** (available in ebook, paperback, & audio at Amazon)
https://www.amazon.com/MORE-Land-Buying-Tips-Pros-ebook/dp/B071ZB55GS

**How to Make Money by Selling Land: My Tips for Buying & Selling Small Rural Tracts for Profit** (available in ebook, paperback, & audio at Amazon)
https://www.amazon.com/How-Make-Money-Selling-Land-ebook/dp/B08W4QG17Q/

**#LANDTIPS - 50 Proven Tips, Suggestions, & Ideas for Buyers, Sellers, & Investors of Rural Real Estate** (available in ebook & audio at Amazon)
https://www.amazon.com/LANDTIPS-Proven-Suggestions-Sellers-Investors/dp/B0FW6T1N41

**Tips for First-Time Land Buyers: Ten Things I Tell Every New Land Buyer** (available in ebook, audio, & paperback at Amazon)
https://www.amazon.com/Tips-First-Time-Land-Buyers-Things-ebook/dp/B0HQ92PDCB

**MORE #LandTips: ANOTHER 50 Proven Tips, Suggestions, & Ideas for Buyers, Sellers, & Investors of Rural Real Estate** (available in ebook, print & audio at Amazon)
https://www.amazon.com/dp/B0HRR14R2P?th=1

**The Land Agent Book: A Field Guide for Rural Land Agents** (available in ebook & print at Amazon)
https://www.amazon.com/Land-Agent-Book-Field-Agents-ebook/dp/B0HL6T1DM4

**The Third Rail of Land Deals: Mineral Rights Made Plain for Buyers & Sellers** (available in ebook & print at Amazon)
https://www.amazon.com/dp/B0HSKRLQDW?th=1

Or visit the author page to see them all in one place: https://www.amazon.com/Pat-Porter/e/B00LWUVMS6

# Notes

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