

LAND TRUST AGREEMENT

Location: _____ Date: _____

Grantor (Settlor):

Full Name: _____

Address: _____

Phone/Email: _____

Trustee Information:

Full Name: _____

Address: _____

Phone/Email: _____

Beneficiary Information:

Full Name(s): _____

Address(es): _____

Trust Property Description:

Legal Description of Property: _____

Parcel Number / Tax ID: _____

Recitals

WHEREAS, the Grantor desires to create a land trust under the laws of the State of _____ to hold title to the described real property for the benefit of the Beneficiary(ies); and WHEREAS, the Trustee agrees to hold and manage the trust property pursuant to the terms and conditions of this Agreement.

Article 1 – Creation of Trust

The Grantor hereby transfers and delivers to the Trustee, and the Trustee accepts, legal title to the described real property to be held in trust for the benefit of the Beneficiary(ies) under the terms of this Agreement.

Article 2 – Trustee Powers and Duties

The Trustee shall hold, manage, lease, sell, mortgage, or otherwise deal with the trust property as necessary or desirable in the Trustee's discretion, consistent with the terms of this Agreement and applicable law. The Trustee shall exercise all powers in good faith, for the exclusive benefit of the Beneficiary(ies), and comply with all fiduciary duties imposed by law.

Article 3 – Beneficiary Rights

The Beneficiary(ies) have the right to receive income and proceeds from the trust property as determined by the Trustee, and shall have the right to direct the Trustee in the management, sale, or disposition of the trust property,

subject to the terms of this Agreement.

Article 4 – Term and Termination

This trust shall continue until terminated by the Beneficiary(ies), by operation of law, or as otherwise provided in this Agreement. Upon termination, the Trustee shall convey the trust property to the Beneficiary(ies) or as otherwise directed.

Article 5 – Trustee Compensation and Indemnification

The Trustee shall be entitled to reasonable compensation for services rendered and shall be indemnified from trust assets against any liabilities or expenses incurred in good faith in connection with the trust, except in case of gross negligence or willful misconduct.

Article 6 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Article 7 – Miscellaneous Provisions

7.1 Entire Agreement: This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements. 7.2 Amendments: Amendments must be in writing and signed by all parties. 7.3 Severability: If any provision is found invalid, the remaining provisions shall remain effective. 7.4 Notices: Notices shall be in writing and delivered personally, by certified mail, or by recognized overnight courier. 7.5 No Jury Trial: To the fullest extent permitted by law, the parties waive the right to trial by jury in any litigation arising out of this Agreement.

Signatures

GRANTOR'S SIGNATURE

TRUSTEE'S SIGNATURE

BENEFICIARY'S SIGNATURE

Signature: _____ Signature: _____ Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/land-trust-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.