

## **EARLY POSSESSION AGREEMENT**

This Early Possession Agreement is by and between **Kevin D. Downing, William E. Downing Individual Trust, Stephen C. Downing Individual Trust, & Jacqueline Jean Downing Individual Trust** as SELLER, or its successors (herein "Seller") and \_\_\_\_\_ (herein "Buyer").

### EXPLANATORY STATEMENTS

- A. Seller and Buyer have entered into a Farm and Ranch Contract, (the "Contract") pursuant to which Seller has agreed to sell and Buyer has agreed to buy; 320+/- acres being the E2 of Section 84, Block 48, H&TC Railroad Company Survey, Hartley County, Texas.
- B. To facilitate Buyer's 2018/2019 farming operations, Buyer has requested the right to take early possession of the Property.
- C. Seller desires to facilitate Buyer's use of the Property pursuant to the terms of this Agreement.

Seller and Buyer agree as follows:

1. In addition, Buyer is granted early possession for the purpose of farming the property as desired. Buyer's early possession for the purpose of farming the property as desired is conditioned upon:
  - a. Dalhart Abstract Company having received the non-refundable down payment, being equal to 10% of the Purchase Price;
2. Buyer agrees to indemnify, protect, defend, hold barriers and forever release and discharge Seller from and against any claims, demands, expenses, cause of action, lawsuits, damages and liabilities, of every kind and character, known or unknown, in law or in equity; the Buyer now has or which may hereafter arise out of or in connection with Buyer's early possession.
3. This Waiver and Release shall bind me, my family, my heirs, executors, legal representatives, successors and assigns. It shall be governed by the laws of the State of Texas and is intended to be as broad and inclusive as permitted by law. If any provision of this Early Possession Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be fully effective.
4. This Early Possession Agreement contains the entire agreement between the parties relating to Buyer's possession of the Property prior to closing, supersedes any prior written or oral agreements concerning the subject matter of the Early

## EARLY POSSESSION AGREEMENT

Possession Agreement, and may NOT be waived, altered, or repealed, in whole or in part, by any oral agreement.

5. If the Buyer fails to close on the property per the Farm and Ranch Contract, then Buyer will immediately vacate the property without reimbursement for any expense or input in which was put towards the farm.
6. Any notices permitted or required under this Agreement may be provided using the address set out in the Contract between the parties.

SELLER:

---

**Kevin D. Downing**

---

**William E. Downing Individual Trust Dated  
September 20, 2017  
By, Kurt Downing, Trustee**

---

**Stephen C. Downing Individual Trust Dated  
October 11, 2017  
By, Steve Downing, Trustee**

---

**Jacqueline Jean Downing Trust Dated September  
19, 2017  
By, Kurt Downing, Trustee**

BUYER:

---