

Walter B. Harrub

Agreement.

To
J. E. Connor

This Agreement made this fifteenth day of January A. D. 1879, by and between Walter B. Harrub, party of the first part and J. E. Connor, party of the second part, Witnesseth: Whereas the said Harrub has acquired certain water rights and has constructed certain water works situate in the County of Esmeralda, State of Nevada, which property is particularly described as follows, namely: The same is delineated and marked upon a map marked and entitled "Map of the Ruby Hill Water Works, Esmeralda District, Nevada" and attested by the signature of the party of the first part, which map is referred to for the purposes of a description and made a part of this agreement. A further and more definite description of said property shall be made at any time the party of the second part may require. And also, all tanks, reservoirs, tools, machinery, pipe, lands, buildings and property used and employed or provided for said Water Works. And Whereas, said Connor desires to purchase the same, Now It is Agreed as Follows: First. The said Harrub hereby gives and concedes to said Connor the right to purchase of and from him all his right title and interest in said property at and for the sum of One Hundred Thousand Dollars, gold coin of the United States, which shall be paid as follows: The sum of Fifty thousand dollars shall be paid at the Anglo-Californian Bank, in San Francisco, California on or before the 15th day of July A. D. 1879, and the further sum of fifty thousand dollars shall be paid at said Bank on or before the 15th day of January A. D. 1880. Provided, if said fifty thousand dollars first to be paid as aforesaid is not paid on or before the said 15th day of July A. D. 1879, as aforesaid, then this contract shall be absolutely null and void, and the non-payment thereof at the time and place aforesaid shall operate as a release and discharge of the said Harrub of and from all obligations created hereby. Second. It is mutually agreed that if said fifty thousand dollars first to be paid as aforesaid shall be paid on or before the said 15th day of July, 1879, then from the date of said payment, one-half of the net receipts from said water property shall belong to said Connor and the same shall be applied as fast as ascertained to the payment of the remaining fifty thousand dollars, and the said payment to be made January 15th 1880, shall be reduced to the extent of the one-half of said net receipts. The term "net receipts" shall be construed to mean that portion of the proceeds which shall be received from said property after paying all the expenses in managing said property, repairs, improvements, taxes, assessments and current expenses. Third. The said Walter B. Harrub covenants and agrees that upon the payment of the said One Hundred Thousand Dollars as aforesaid, he will convey to the said Connor, his heirs or assigns, by a grant, bargain and sale deed all of his title and estate in and to said property. Fourth. In case the said Harrub should deem it necessary, this contract and all the rights of the party of the second part, his heirs or assigns, may be foreclosed and all the costs and expenses of said foreclosure including Attorneys fees, shall be paid by the said Connor, his heirs or assigns, and the same shall be a lien upon said property and shall become a debt due said Harrub upon filing the complaint of foreclosure in a court of competent jurisdiction. Fifth. The possession and control of the said property shall remain with the party of the first part, until the

whole of said purchase money shall be fully paid. The map above referred to for a description, bears the name of said Harub written by P. C. Levy thus: "W. B. Harub" By P. C. Levy.

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

W. B. Harub 

P. Edu. Connor 

State of California
City and County of San Francisco } ss.

On this Fifteenth day of January A. D. One Thousand Eight Hundred and Seventy nine, before me, Samuel S. Murfey, a Commissioner of Deeds for the State of Nevada, duly appointed, commissioned and residing in said City and County, personally appeared the within named W. B. Harub, whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the individual described in and who executed the said annexed instrument, and he acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, in said City and County of San Francisco, the day and year in this Certificate first above written.



Sam. S. Murfey

Commissioner of Deeds for the State of Nevada

Recorded at the Request of P. E. Connor, January 18th A. D. 1879,
at 10 min past Five P. M.

Benj. C. Levy, Recorder.