

W. W. McCoy  
with  
J. E. Connor

## Agreement.

This Agreement made this 15<sup>th</sup> day of January A. D. 1879, by and between W. W. McCoy, party of the first part, and J. E. Connor, party of the second part, Witnesseth: Whereas, the said McCoy has acquired certain water rights and has constructed certain Water Works situate in the County of Eureka, State of Nevada, which property is particularly described as follows, viz: The property known as the Eureka Water Works, more particularly described in the Schedule appearing on the fifth page of this instrument, marked Schedule "A," and which is made a part hereof, including all springs of water, land and improvements thereon, water tanks and all water pipe laid, the property of the party of the first part. The party of the first part however reserves one inch of water to be furnished the Marcalino (now Jackson) Company, and two inches of water to be furnished to the Matamoras Company and one inch to the Richmond Mining and Smelting Company, Limited. The above amounts of water are to be supplied to said Companies by the grantee of the party of the first part free so long as said companies, their successors, grantees or assigns shall require the same. The foregoing reservations upon the execution and delivery of any deed of conveyance to the party of the second part, his heirs or assigns

shall be so made as to fully protect the said companies, their successors, grantees or assigns in the perpetual use and enjoyment of said water reserved: and also to protect the party of the first part from all covenants and obligations existing from him to said companies or either or any of them. And whereas, said Connor desires to purchase the same, Now It is Agreed as Follows: First. The said Mc Coy 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 and twenty 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, on or before the 15<sup>th</sup> day of July, A. D. 1879, and the further sum of seventy thousand dollars shall be paid at said Bank on or before the 15<sup>th</sup> 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 15<sup>th</sup> 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 Mc Coy 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 15<sup>th</sup> 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 seventy thousand dollars, and the said payment to be made January 15<sup>th</sup> 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 W. W. Mc Coy covenants and agrees that upon the payment of the said one hundred and twenty 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 Mc Coy 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 reasonable 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 Mc Coy 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 word "Redwood" stricken out and the word "Richmond" interlined in place thereof on the first page of this instrument. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

W. W. Mc Coy, Seal  
J. Edw. Connor, Seal

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. W. McBooy 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<sup>l</sup>. S. Murfey

Commissioner of Lands for the State of Nevada.  
Schedule "A"

mentioned and referred to on the first page of this instrument and which is made a part of the foregoing agreement.

1. Eureka Water Works work shop and fixtures.
2. That certain lot 25 x 100 feet in the town of Eureka in rear of the Turner House on which shop stands.
3. The Big Spring just above the residence of Mr. Richard.
4. The Silver Spring nearly opposite the residence of Mr. John Horn, with about <sup>three</sup> {3} acres of land covering said spring and water tanks connected by main with the town of Eureka.
5. The Morgan Spring, with about 7,000 feet of pipe running to same with about fifteen {15} or twenty {20} acres of land.
6. The New York Springs with about twenty five {25} acres of land.
7. The Goodwin Spring with about twenty five {25} acres of land, with the house and other improvements thereon.
8. The pipe running from water tanks to the fire tanks on the west side of the town of Eureka. And all other water pipe laid and on hand unused, the property of the party of the first part.

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

Benj. C. Levy, Recorder.