

A. Bourgard

with the
County of Couseka

Contract and Agreement

This Agreement, Made the Twenty fourth day of May A.D. 1879. between A Bourgard of the town and county of Couseka State of Nevada, the party of the first part, and the County of Couseka by B. J. Turner chairman of its Board of County Commissioners, duly authorized by order of said Board to execute this agreement, the party of the second part. Witnesseth, That the said party of the first part in consideration of the covenants and agreements hereinafter contained to be kept and performed by the party of the second part, and of one dollar to him in hand paid by the party of the second part. the receipt whereof is hereby acknowledged, covenants, promises and agrees to and with the party of the second part, that he the said party of the first part will erect, build and complete, or cause to be erected, built and completed, upon the land and lots of the party of the second part, to wit: on that certain land and lots, situate, lying and being at the south west corner of Bateman and Main streets, in said Town and County of Couseka, State of Nevada, and particularly described as Lots Nos. One (1) and two (2) in Block No. One (1) of the Mc Long Survey of said Town of Couseka, a good and substantial building, to wit: a Court House Building, to be eighty feet long, fifty feet wide, and two stories high, of the description and material, mentioned in, and in accordance with the specifications in the written paper entitled: "Specifications of Materials and workmanship, to be used in the erection and construction of a Court House, at Couseka, Couseka County, Nevada, according to the accompanying plans, Made by W. H. Bayless Architect" which specifications were adopted and approved by the Board of County Commissioners, of said Couseka County, on the 14th day April A.D. 1879, and now on file with

the clerk of said Board, and in accordance with the plans made by said W. H. Bayless, Architect, with reference to which said specifications are drawn, which plans were adopted and approved by the said Board of County Commissioners on the said 14th day of April A. D. 1879, and are on file with the clerk of said Board and which said plans and specifications are signed by the parties hereto, bearing even date herewith, and hereby made a part of this agreement, and will perform all the labor, provide and furnish all the material of every kind and description, necessary or requisite for the erecting and completing of said Court House Building and will fully complete the same on or before the 1st day of October A. D. 1879, strictly in accordance with said plans and specifications, which are made a part of this agreement as herein before mentioned, and will on or before said day last named, deliver said Court House Building to the party of the second part.

And the party of the second part in consideration of the covenants, promises and agreements herein contained on the part of the party of the first part, to be by him kept and performed, and of the sum of one dollar to it in hand paid by the party of the first part, the receipt whereof is hereby acknowledged, covenants, promises, and agrees to and with the party of the first part, that said party of the first part performing the covenants, promises, and agreements on his part, the party of the second part will pay or cause to be paid unto the party of the first part, the sum of Twenty Two thousand Dollars (\$22,000⁰⁰) in Gold Coin of the United States, in time and manner as follows, namely: the payments to be made as the work progresses, according to the estimates of the work by the said Board of County Commissioners, or any Superintendent which the said Board may employ, reserving twenty five (25%) percent, on all payments, until the completion of said Court House Building, and on the completion of said building shall pay the remainder then due for the erection and completion thereof.

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

In presence of
 The word "Dollars" having been first inserted in the margin of the 4th line from the bottom of the 3rd page before execution
 Lambert Molinelli
 Cureka Nevada

A. Brungard
 B. J. Turner
 Chairman of Board of County Commissioners Cureka County Nevada
 Attest C. R. Dodge Clerk
 By C. M. Bell Deputy

Condonement
 Contract and Agreement. A Brungard with the County of Cureka Nevada for Construction of a Court House Dated May 24th 1879. Filed this 24th day of May A. D. 1879 C. R. Dodge Clerk By C. M. Bell D. C.

Recorded at the Request of C. M. Bell, May 26th A. D. 1879, at 30 min past 11 o'clock A. M. Benj. L. Levy Recorder By H. P. Steickelman Deputy