

W. W. McLooy

Contract.

with  
The Town of Eureka

This Agreement, made and entered into this the First day of December A. D. (1879) one thousand eight hundred and seventy nine, by and between W. W. McLooy of the town and County of Eureka State of Nevada, the party of the first part, and the Board of County Commissioners of the County of Eureka, State of Nevada, acting for and in behalf of the Town of Eureka in the County of Eureka State of Nevada by B. J. Turner chairman of said Board, duly authorized by an order of said Board to execute this Agreement, the party of the second part, Witnesseth: That the said party of the first part for and in consideration of the covenants, promises and agreements on the part of the party of the second part and hereinafter contained covenants, promises and agrees: First: That he will keep the fire tank now situated on the hill west of the Town of Eureka Nevada full of water at all times except when the water is drawn down for fire purposes or when it is drawn down by the fire companies or by any fire company or by any detachment or part of any fire company or companies of said Town; or in lieu of keeping said fire tank full of water as aforesaid he will at all times keep in said tank or in another tank or in other tanks to be by him constructed on said hill at or near said fire tank or in all said tanks together water amounting to Fifty Thousand (50,000) gallons for fire purposes for said Town; Second, That he will, in case of fire, place his entire water supply, pipes and tanks at the service of the said Town for fire purposes. Third, That he will, as soon as the weather will permit the same to be done, finish the tank now excavated on the hill west of said town and put and keep the same in good condition for receiving water, that the same may be used for fire purposes. Fourth, That he will furnish water for fire purposes as aforesaid and to the amount aforesaid; also water for the Court House, Jail and Hospital in said Town; and also that he will keep the fire plugs in said Town in good order and condition; it being understood and agreed that the said party of the second part will pay the sum of Fifty (50) Dollars toward the expenses necessary for labor in putting the same in good order and condition and furnish all the material necessary for putting the same in good order and condition and after said plugs are once put in good order and condition then said party of the second part shall furnish all material necessary to keep them in good order and condition and the said party of the first part shall keep them in good order and condition & party of second part to purchase all new plugs.

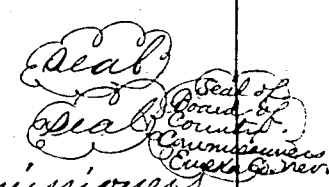
In consideration of the covenants promises and agreements on the part of the party of the first part herein contained the party of the second part covenants, promises and agrees to pay to the said party of the first part each and every month the sum of Two Hundred and Fifty (250) Dollars, gold coin of the United States of America. It is further understood and expressly agreed that the said party of the second part in part payment of the said sum of Two Hundred and Fifty Dollars to be paid monthly as aforesaid do grant bargain and sell to the said party of the first part all the water pipe, now laid down or otherwise, and all water tanks and all rights of way for water pipes and sites for water tanks now owned by said Town or which said Town

may become the owner of at the expiration of the contract made by and between W. W. McCoy and John Horn, J. B. Morrison and D. W. Levan on the 31st day of July A. D. 1875: All said pipe, rights of way, tanks and tank sites are sold to the said party of the first part by the said party of the second part for and at the sum and price of Two Thousand Dollars United States Gold coin; said sum of two thousand Dollars is to be paid by the said monthly sums of two hundred and fifty dollars by applying said monthly sums of two hundred and fifty dollars each and every month until the full sum of two thousand dollars is fully paid and discharged then said sum of two hundred and fifty dollars is to be paid by the said party of the second part to the said party of the first part each and every month in cash as aforesaid. It is further understood and agreed that the expenses incurred by the said party of the first part in putting the said fire plugs in repair are to be paid out of the said two thousand dollars to be paid by the said party of the first part for the pipe, rights of way, tanks and tank sites above mentioned and that said expenses as well as the said monthly sums of two hundred and fifty dollars above mentioned are to be paid from the said two thousand dollars and as soon as said sum of two thousand dollars is fully paid and discharged by means of the said monthly sums of two hundred and fifty dollars together with the said sums of money that may be expended by the said party of the first part in putting said fire plugs in repair then the payment of the said monthly sums of two hundred & fifty dollars in cash is to commence immediately and thereafter continue so to be paid monthly during the life of this contract. It is further understood and agreed that after the payment of the said sum of two thousand dollars by and with the said monthly sums of two hundred and fifty dollars together with said expenses that may be incurred by the said party of the first part in putting said fire plugs in repair that any monthly sum of two hundred and fifty dollars or any part of such monthly sum that may remain unpaid when the same becomes due shall bear interest at the rate of two per cent per month. It is further now understood and agreed that as the claims of the said party of the first part under this contract shall fall due the party of the second part will pass upon allow and order the same paid out of the fire department fund of said Town or out of any other fund that can be legally used for such purpose; and that said party of the second part will, to the extent allowed by law, levy a tax upon the taxable property of said Town for the fiscal year A. D. 1880 for the fire department fund sufficient to pay any and all of the claims above mentioned as the same may fall due and will each succeeding fiscal year during the life of this contract levy a tax as aforesaid sufficient to meet the claims falling due in such year and will pass upon allow and order the same paid as they may fall due. It is further understood and agreed that the said party of the second part will on or before the tenth day of January A. D. 1880 make execute and deliver to the said party of the first part a good and sufficient deed and instrument of conveyance of all said pipe, rights of way, tanks and tank sites now owned by said Town or County of Oneida or which said Town or County may become the owner of at the expiration of the said contract made on the 31st day of July A. D. 1875 by and between

W. W. McCoy and John How, J. H. Morrison and D. W. Loran, Commissioners of said County. It is further understood and agreed that the party of the first part shall have the right and privilege of drawing water from said fire plugs for the purpose of sprinkling the streets of said Town, and of using said plugs for said purpose and shall also have the use of said plugs for the purpose of drawing the water out of the water pipes in said Town in case the water therein shall become foul or muddy. It is further understood and agreed that the party of the first part shall have the right to keep said fire plugs locked with a spanner and when said fire plugs are used by the firemen the plugs shall be by them locked again when such using is over. It is further understood and agreed that for each new fire plug put in, except when replacing an old plug by a new one, the party of the second part shall pay to the party of the first part the sum of two dollars per month. It is further understood and agreed that the fire companies of said Town shall, on giving notice to the party of the first part, have the right to use water for practice in handling their apparatus when in the judgment of the party of the first part there is a sufficient supply of water on hand; but when in his judgment there is not a sufficient supply of water on hand, such practice shall not be had; provided, in case of a difference of opinion between the party of the first part and the Fire Department of said Town as to the supply of water, then the matter shall be referred to and determined by the Board of County Commissioners of said Eureka County; and water shall be used for the purposes specified in this contract and for no other. It is further understood and agreed that the party of the first part shall keep the pipe leading from the fire tank, hereinbefore mentioned, to Cor. Pateman and Main Streets and connecting with the pipe running through Main Street in said Town in good order and condition during the life of this contract that the same may be used for fire purposes. It is further understood and agreed that nothing hereinbefore contained shall be so construed or interpreted as to require notice to be given to the said party of the first part whenever it shall be necessary to use the said plugs and water for the purpose of cleaning and washing the fire apparatus of said Town. It is further understood and agreed that this contract is to go into effect on the first day of Jan'y. A. D. 1880 and continue until the first day of January A. D. 1886. It is further understood and agreed that this contract is and shall be binding on the party of the first part his heirs executors & assigns and upon the party of the second part its successors and assigns. In witness whereof the said party of the first part has hereunto set his hand and seal and the said party of the second part has hereunto caused the seal of the said Board of County Commissioners to be affixed and these presents to be subscribed by the Chairman of said Board the day & date first above written

Attest E. R. Dodge Clerk Bd  
of Co Commissioners of  
Eureka County Nev  
By E. M. Bell Deputy  
State of Nevada,  
County of Eureka } ss

W. W. McCoy  
B. J. Turner  
Chairman Board of County Commissioners  
of Eureka County Nevada



On this Fifth day of December A. D. One Thousand

Eight Hundred and Seventy Nine before me, F. H. Harmon a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Turner the Chairman of the Board of County Commissioners of Eureka County Nevada personally known to be the individual whose name is subscribed to the foregoing instrument as Chairman of said Board and he duly acknowledged to me that he executed the same as Chair<sup>m</sup> of said Board for and on behalf of in the name of said Board as its free and voluntary act and deed and for the uses & purposes therein mentioned and in pursuance of the order & resolution of said Board directing such agreement to be executed by signing the same as Chairman thereof and affixing thereto the seal of said Board

(Seal)

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

F. H. Harmon,

Notary Public

State of Nevada }  
County of Eureka } ss.

On this 4th day of December A. D. one thousand eight hundred and Seventy Nine personally appeared before me, J. J. Maupin a Notary Public in and for the said County of Eureka W. W. Coy whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the same person described in and who executed the said annexed instrument, as a party thereto, and he duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Seal)

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, the day and year in this Certificate just above written.

J. J. Maupin

Notary Public.

Recorded at the Request of E. R. Dodge January 2nd A. D. 1880, at 30 min. past 10 A. M.

Benj. C. Levy,

Recorder.