

Emma Humphrey and )  
F.E. Humphrey, her husband )  
to )  
Mary G. Hincklây )

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30 day of November, 1918, by and between Emma Humphrey and F.E. Humphrey, her husband, both of the County of Washoe, State of Nevada, parties of the first part, and Mary G. Hinckley, of the County of Eureka, State of Nevada, party of the second part,

W I T N E S S E T H:

That of even date herewith said party of the second part is contemporaneously herewith, granting, bargaining and selling to Emma Humphrey, one of the parties of the first part, all of her right, title and interest of every kind, nature and description whatsoever in and to that certain Desert Land Entry of said party of the second part, known as Serial 0395, covering the South Half of the Northeast Quarter ( $S\frac{1}{2}$  of the  $NE\frac{1}{4}$ ), the North half of the Southeast Quarter ( $N\frac{1}{2}$  of  $SE\frac{1}{4}$ ) and Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section Twenty-eight (28) Township Thirty-two (32) North, Range Forty-nine (49) East, M.D.B. & M., situate in Eureka County State of Nevada.

TOGETHER with all of the right, title and interest of every kind, nature and description whatsoever of said party of the second part herein, in and to said real property and every part thereof, and

WHEREAS, said party of the second part is contemporaneously herewith, granting, bargaining and selling to the said Emma Humphrey, all those certain water rights, situate, lying and being in the County of Eureka, State of Nevada, and bounded and particularly described as follows; - Two Second feet of the Water of Bob's Creek for the irrigation of the Desert Land Entry of Mary G. Hinckley, Serial 0395, covering the South Half of the Northeast Quarter ( $S\frac{1}{2}$  of the  $NE\frac{1}{4}$ ), the North Half of the Southeast Quarter ( $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ ) and the Southwest Quarter of the Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section Twenty-eight (28), Township Thirty-two (32) North, Range Forty-nine (49) East, M.D. B. & M., situated in Eureka County, Nevada; which water rights were conveyed to said party of the second part by the Humboldt Land & Cattle Company, a corporation, by deed dated the 21st. day of June, 1916, and which deed was recorded on the 1st. day of July, 1916, in Liber 18 of Deeds, page 132, records of Eureka County, Nevada, and which deed is hereby referred to and made a part hereof, and

WHEREAS, said property and water rights above referred to are being transferred and conveyed by a deed of even date herewith, made by said party of the second part herein to said Emma Humphrey one of the parties of the first part herein, and which deed is hereby referred to and made a part hereof, and

WHEREAS, it is the intention of the parties hereto that said party of the second part shall have an option to repurchase the said real property and water rights hereinabove described upon the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the premises and of making and executing and delivery of the deed to such property and water rights hereinabove referred to by said party of the second part herein to said Emma Humphrey, one of the parties of the first part herein, said parties of the first part hereby and by these presents, give and grant to said party of the second part herein, the right, privilege and option, upon the terms and conditions herein contained, of repurchasing the said real property, Desert Entry and rights hereinabove described, upon the payment to said Emma Humphrey, one of the parties of the first part herein, or her assigns, of the sum of Fifteen Hundred Dollars (\$1500.) paid for all of said property and water rights conveyed by the said

party of the second part as aforesaid, plus the value of all permanent improvements made and remaining of said land, including the pumping plant and irrigation system, and attorney's fees and other costs incurred in securing or attempting to secure the patent, also costs incurred in connection with the water rights, costs and expenses of patenting land. The said sum of \$1500., plus the amounts expended as aforesaid, shall constitute the sum for which the said second party shall be entitled to purchase the said land.

It is expressly understood and agreed, however, that this option to repurchase hereby given and granted to said party of the second part, shall cease and determine if the Highland Cattle Company, a corporation, exercises its right and option to purchase the property of the Humboldt Land & Cattle Company, a corporation, and situate in Eureka County, State of Nevada, and consisting of 14,788.92 acres, more or less, and which option was given and granted said Highland Cattle Company by said Humboldt Land & Cattle Company in that certain indenture made and entered into the 10th. day of March, 1917, by and between the Humboldt Land & Cattle Company, as party of the first part, also designated as Lessor, and the Highland Cattle Company, a corporation, as party of the second part, also designated as Lessee, and which indenture, lease and option is hereby referred to and made a part hereof, and which option so granted said Highland Cattle Company extends for a period of ten years from the first day of April, 1917, to the first day of April, 1927; if on or before the first day of April, 1927, said Highland Cattle Company or its assigns does exercise its said right and option to purchase, and does so purchase said property covered by said option, this option herein granted said party of the second part herein shall cease and determine, but if the said Highland Cattle Company or its assigns does not exercise its said rights and option on or before the first day of April, 1927, said party of the second part herein shall have, and is hereby given and granted the rights, privileges and option for one year subsequent to the first day of April, 1927, to exercise her right and option herein given and granted her to repurchase the property and water rights hereinabove described; provided, that if said lease and option terminate and said company does not exercise the said option of purchase, that second party shall have one year from such termination to exercise the option herein contained.

This agreement and option shall inure to and be in full force and effect, and be binding upon all of the heirs, devisees, executors, administrators and assigns of each of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, the day and year first above written.

Executed in Duplicate.

Emma Humphrey (SEAL)

F.E. Humphrey (SEAL)

Parties of the first part.

Mary G. Hinckley (SEAL)

Party of the second part.

Ackd by Mary G. Hinckley on Feb. 4, 1919 before M. Gertrude Judd-N.P.-S.F. Cal.

State of Nevada )  
                          ) SS.  
County of Washoe )

On this 30 day of January A.D. one thousand nine hundred and nineteen personally appeared before me Thos. R. Gibson, a Notary Public in and for the said County of Washoe Emma Humphrey and F.E. Humphrey known (or proved) to me to be the persons described in and who 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 at my office in the County of Washoe, the day and the year in this certificate first above written.

(Notary Public Seal)

Thos. R. Gibson.

Notary Public in and for the County of Washoe, State of Nevada.

My commission expires October 23, 1921.

Recorded at the request of Sterling Carr March 13 A.D. 1919 at 30 minutes past 8 A.M. Edgar Eather recorder