

seal, the day and year in this certificate first above written.

(Notarial Seal)

Com. Expires March 8, 1919.

M.L. Thompson, Notary Public in and for
State of Washington, residing at Carson,
residing at Carson.

Filed for record by C.F. Wetherell, on May 27, 1916, at 9 A.M.

Chas. H. Nellor

County Auditor.

MONOGHAN TO SKAMANIA COUNTY.

THIS INDENTURE OF AGREEMENT entered into by and between Thomas H. Monaghan and Ann Monaghan, his wife, as parties of the first part and Skamania County, Washington, a corporation, by and through its Board of County Commissioners as party of the second part,

WHEREAS, The parties of the first part are the owners of the southeast quarter of the northeast quarter and lot six in section twenty eight, and lot six in section twenty seven, all in township three, north of range eight East, W.M., Skamania County Washington, and

WHEREAS, On the 3rd day of February, 1916, in a condemnation suit had between the parties to this agreement, being case No. 957 in the Superior Court of Skamania County, Washington, there was a decree entered and filed in said cause on the 3rd day of February, 1916, wherein and whereby the party of the second part was authorized by condemnation proceedings to construct and maintain, over and across the lands aforesaid, a county road; that said condemnation proceedings authorized the second party herein to use a strip of land, as follows: One hundred feet in width, being fifty feet on each side of the center line of a then proposed highway, which was then located and staked out and proposed to be constructed over and across the lands herein described; and

WHEREAS, since said condemnation proceeding the second party herein has sublet the construction of said road to certain contractors who have been and now are in the act of constructing said road; and

WHEREAS, On account of the contour of the land in and adjacent to said right of way the contractors are unable to retain all of the dirt and debris upon the right of way heretofore described and as a result thereof some of the dirt, rock, logs, brush and debris, have slid and are sliding off of the right of way onto the land of the first parties herein; and

WHEREAS, The first parties herein commenced an injunction suit in the superior court of Skamania County, Washington, against the contractors constructing said road, and

WHEREAS The first and second parties have agreed to settle the matter of the injunction suit and the trespassing of said contractors in the construction of said

road out of Court,

NOW THEREFORE, For and in consideration of the sum of One Hundred and Fifty (\$150.00) Dollars paid by the second party herein to the first parties for the damages sustained by the first parties by reason of the dirt, rock, logs, brush and debris having been dumped and being dumped over onto the first parties' land by said contractors in the construction of said road, it is mutually agreed and understood that, for and in consideration of said One Hundred and Fifty (\$150.00) Dollars, the first parties waive ~~any and all~~ damages and accept said amount in full compensation for any and all damages sustained by them, or to be sustained by them, in the construction of said road by reason of any dirt, rock, logs, brush and debris that has been, or may be, dumped onto the first parties' land by the contractors in the construction of said road.

It is further expressly agreed and understood by the parties hereto that upon the signing of this instrument and the payment of the funds herein indicated to the first parties, the first parties are to dismiss the injunction suit and all parties to the case are to pay their own individual costs.

It is further agreed and understood that in the condemnation proceedings heretofore mentioned the order and decree provided that the second party must construct a certain underground passway upon said proposed right of way on first parties' land and that said second party is to see that said underground passway is built within thirty days from the signing of this instrument and that the second party is to see that the first parties receive the boundary lines of said road from the place commonly known and called the gravel pit on said first parties' land, north to the intersection of the old county road on the north.

Dated this 3 day of July, 1916.

Thomas H. Monaghan.

Ann Monaghan.

Parties of the first part,

J.M. Boyd.

J.J. Cripe.

J.W. Shipley.

Parties of the second part.

Filed for record by Chas. H. Neller, on July 7, 1916, at 9 A.M.

Chas. H. Neller

County Auditor.