

1892, and entered in the journal on page of the
Records of County Commissioners of said County,
hereunto affixes the name and seal of said Board
of County Commissioners; and the said Clerk hereunto
affixes his name and seal. All of which is done this
30th day of November 1892.

J. Orvis Wallerian
Clark of Board of County Commissioners
by Clerk Curro, Deputy.
Newell Sandford

E. S. 53

Lease
J. F. Monaghan
To

J. G. & J. H. Day

Contracting Co.

This indenture made this 29th day of March, 1893
by and between J. F. Monaghan of Skamania
County State of Washington, and J. G. &
J. H. Day contracting Co. of San Francisco
California. Witnesseth: That in consideration of the
covenants herein contained on the part of the said

J. G. & J. H. Day contracting Co. to be
performed by it, the said J. F.
Monaghan doth hereby lease, demise and let
exclusively unto the said J. G. & J. H. Day contracting
Co. certain pieces parcels or tracts of land, situated
lying and being in Skamania County State
of Washington generally described as lying on
the North bank of the Columbia river, it being
the intention to and the said J. F. Monaghan
does hereby release the whole of any lands in
which he is lawfully seized in said County of
Skamania State of Washington Part if not all
of said lands being in section twenty nine

Dated for record October 3rd 1893

(29) Township three (3) North range eight
 (8) east, videlicet Moridian. To have and
 to hold the same to the said lessees for the
 term of three (3) years from the 31st March
 A.D. 1893. The survivor or whosoever
 shall be in possession and accepted by and between
 the parties hereto is to give the said lessees
 the said G. G. & S. H. Day contracting Co. the
 exclusive right to quarry stone from said
 land for their use in constructing the canal
 at the cascades of the Columbia river as
 contractors and for rights of way over and through
 said lands in furtherance of aforesaid
 purposes. Now therefore the said lessor G. F.
 Monaghan hereby agrees with said lessees the
 said G. G. & S. H. Day contracting Co. that
 said company shall have the exclusive
 right to quarry, use and remove all the
 rock that they may require or desire to
 remove from any part or all of said lands
 in any manner and at any and all times
 that they may see fit to do so without any
 hindrance, obstruction or interruption
 whatever during said term of three years from
 March 31st A.D. 1893. also that they the said
 lessees shall have the exclusively right of way,
 over and through said lands for the benefit
 of and in furtherance of their purposes in
 quarrying, extracting and removing said
 rock and that they shall have the exclusive
 right to construct and maintain any and all
 erections of any nature whatsoever and
 appurtenances and appliances necessary to
 the maintenance and operation of the work.
 The said lessor the said G. G. & S. H. Day

Contracting Co. shall proceed to do and carry
 out the said work in any manner they may wish or
 may see fit, in order to carry out and facilitate
 the said work, and the said lessee the said
 J. G. & S. H. Day Contracting Co. hereby agree to
 to pay for the said rock, the price of four (4) cents
 per cubic yard. Measurements to be made
 and computed after the rock has been hewn,
 squared and dressed and placed in the solid
 work or walls in said canal, at the cascade, as
 before mentioned. Twenty (20) per centum of
 the price so estimated of the rock in place at
 the time suited, measurements is taken to be
 paid for in cash and the balance of ten (10) per
 centum to be paid upon the termination of this
 contract. Said measurement shall be taken
 and computed on the 29th day of each month
 from and after August 29th 1893.
 and the said lessee the said J. G. & S. H. Day
 Contracting Co. do also hereby agree to pay the said
 lessor Mr. J. J. Monaghan for and in
 consideration of the rights, privileges and
 and benefits of the said rights of way and
 erection and maintenance of any buildings
 derricks or other works appliances or erections of
 whatsoever name and nature, necessary for the
 prosecution and maintenance of said work, the
 sum of one hundred (100) dollars which has
 been paid, the receipt of which is hereby
 acknowledged, and the said lessee
 the said J. G. & S. H. Day Contracting Co. for
 their executors successors and assigns, do hereby
 covenant to and with the said lessor, his
 heirs and assigns to pay the said consideration
 herein specified as the price per cubic yard

To be paid to said lessor. It is said
 J. F. Moosaghan as hereinbefore set forth,
 the first payment to be made on the
29th September A.D. 1893: if at that time
 or other time hereinafter set forth, there shall
 be any work in place in said works in said
 canal and to make all subsequent payments
 on the 29th day of each and every month.
 That it is said lessor do say J. G. & S. M. Day
 contracting Co. at the expiration of the said term
 of three years has removed from said land
 all personal property, consisting of buildings,
 derricks and cranes and all other erecting tools,
 machinery and appliances, and the said
 J. G. & S. M. Day contracting Co. shall and will
 quit and deliver up the said premises to the
 said lessor or those having his estate therein
 peaceably and quietly. In testimony
 whereof, the said parties have set their
 hands and seals the day and year first
 above written to this and to another instrument
 of the same term and date.

Signed sealed and delivered
 in the presence of: J. F. Moosaghan *[seal]*
 J. G. Day Manager Directo *[seal]*
 J. G. & S. M. Day contracting Co. *[seal]*

Eugene D. White
 C. F. C. Bonham

State of Oregon
 County of Tillamook }
 This certifies that on this 31st day of March in
 the year of our Lord one thousand eight hundred and
 ninety three at said county, before me the undersigned
 a commissioner of deeds of the State of Washington,
 in and for the city of Portland, Tillamook County,
 State of Oregon, duly appointed commissioned and

Filed for record April 3, 1893

qualified and authorized by law to take
acknowledgment of deeds in said state of
Oregon, personally appeared J. P. Monaghan
whose name is subscribed to the foregoing lease
and acknowledged to me that he executed the
same freely and voluntarily and for the use
and purposes therein mentioned.

in witness whereof I have hereunto set my
hand and affixed my official seal at said county
No day and year in this certificate above written

Eugene D White
Commissioner of Deeds for and for the
State of Oregon
No Day of March 1893

Lease
Jno. Monaghan
To

J G & S H Day
Contracting Co

This indenture made this 29th day of March
A.D. 1893 by and between Thomas
Monaghan of Skamania County State of
Washington and Mr G. & S. H. Day
Contracting Company of San Francisco
California Witnesseth:

That in consideration of the covenants herein
contained on the part of the said J. G. & S. H.
Day contracting company to be kept and
performed by it, the said Thomas Monaghan
does hereby lease; demise and let exclusively
unto the said J. G. & S. H. Day contracting
company a certain piece of land situated
land, situated, lying and being in Skamania

Filed for record April 11 1893

Seal
Seal:
Eng Co (3021)