

qualified and authorized by law to take
acknowledgments of deeds in said state of
Oregon, personally appeared J. H. 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
the day and year in this certificate above written

Eugene D. White
Commissioner of Deeds for and for the
State of Oregon
Do. State of Washington

Lease
Thomas 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 the J. G. & S. H. Day
Contracting Company of San Francisco
California Witnesses.

That in consideration of the covenants therein
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
has hereby lease, demise and let exclusively
unto the said J. G. & S. H. Day Contracting
Company a certain piece or parcel of
land, situated lying and being in Skamania

Filed for record April 3, 1893

id
birth
the
time
shall
said
gments
month
M. Day
s. term
and
ildings.
3 tools
id
nd will
to the
therein
my
their
first
instrument
seal
seal
ing Co. (seal)
March in
ced and
undersigned
Kingston &
ack county
and

County and State of Washington generally described as lying on the west bank of the Columbia river, it being the intention of and the said Thomas Donagham hereby lease the whole of any lands in which he is lawfully seized in said county of Skamania and State of Washington. Part of which of said lands being in section twenty eight (28) township three (3) north range eight (8) east Willamette meridian. To have and to hold the same to the said lessees for the term of three (3) years from the twenty ninth day of March A. D. 1893. The purpose for which the lease is given and accepted by and between the parties hereto is to give the said lessees J. G. & R. H. Day contracting company 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 into and through said land in furtherance of such purposes. Now therefore the said lessors the said Thomas Donagham hereby agrees with said lessees the said J. G. & R. H. Day contracting company that said company shall have the exclusive right to quarry and remove all the rock that they may require or may 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 29th 1893. also that they the said

Lessees shall have the exclusive right of way
 over and through said land 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,
 that said lessees the said J. G. & S. H. Day
 contracting company shall proceed to do and
 carry out the said work in any manner that
 they wish or may see fit in order to carry on
 and facilitate the said work, and the said
 lessees the said J. G. & S. H. Day contracting
 company hereby agree 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 squared and dressed and placed
 in the solid work or walls in said canal at the
 cascade as before mentioned, ninety (90) per
 centum of the price so estimated of the rock
 in place at the time said measurement 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 lessees the said J. G. & S. H. Day
 contracting company do also ^{hereby} agree to pay the
 said lessor the said Thomas Monaghan for
 and in consideration of the rights and
 privileges and benefits of the said right of
 way and ^{the} erection and maintenance of any

Buildings, derricks or other works, appliances or erections of whatever name and nature, necessary for the prosecution and maintenance of said work. The sum of one hundred (100) dollars has been paid, the receipt of which is hereby acknowledged, and the said lessee the said J. G. & S. M. Day contracting company, for itself, its 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 the said lessor. The said Thomas Monaghan as hereinbefore set forth, the first payment to be made on the 29th day of September A. D. 1893. if at that time or other times hereinafter set forth, there shall be any rock in place in said work in said canal and to make all subsequent payments on the 29th day of each and every month thereafter. And after the said lease the said J. G. & S. M. Day contracting company at the expiration of the said term of three (3) years, have removed from said land all personal property consisting of buildings, derricks and any and all other erections, tools, machinery and appliances. And the said lessee 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 tenor and date signed sealed and delivered in the presence

of —

Eugene D. White } Thomas Monaghan (seal)
A. J. Benson. } J. G. Day (seal)
J. G. + W. H. Day contracting Co (seal)

Filed for record April 3rd 1893

State of Oregon }
County of Multnomah } ss:
This certifies that on this 29th 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, Multnomah county,
State of Oregon, duly appointed,
commissioned and qualified, and authorized
by law to take acknowledgements of
deeds in said State of Oregon, personally
appeared Thomas Monaghan whose
name is subscribed to the foregoing
Lease as Party thereto, and who is
personally well known to me, and whose
known to me to be the identical person
described in and who executed the foregoing
Lease and acknowledgment to me that he
executed the same freely and voluntarily
and for the use and purpose therein mentioned
in witness whereof I have hereunto set my
hand and affixed my official seal,
at said county, the day and year in this
certificate first above written
Eugene D. White
commissioner of deeds of State of
Washington in and for the State
of Oregon.