

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 & T 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. & 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. & H. 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. & H. Day contracting  
company a certain piece of land situated  
land, situated, lying and being in Skamania

Filed for record April 1st 1893

Seal  
Seal  
Eng Co (3021)

County and State of Washington  
 generally described as lying on the North  
 bank of the Columbia river, it being the  
 intention of said lessee Thomas Birmingham  
 hereby lease the whole of my lands in  
 which he is lawfully seized in said county of  
 Skamania and State of Washington. Part if  
 my all 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  
 lessor for the term of three (3) years from  
 the twenty ninth day of March A.D. 1893.  
 No purpose for which the lease is given and  
 accepted by and between the parties  
 hereto is to give the said lessors G. G. & H. 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 the land in furtherance  
 of such purposes. Now therefore the  
 said lessors the said Thomas Birmingham  
 hereby agrees with said lessors the said G. G. &  
 H. H. Day contracting company that said  
 company shall have the exclusive right to  
 quarry use 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 during 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  
 29<sup>th</sup> 1893. also that they the said

Lessee shall have the exclusive right of way  
 over and through said land for the benefit  
 of and in furtherance of their operations in  
 quarrying, extracting, and removing said rock  
 and that they shall have the exclusive right  
 to construct and maintain any and all  
 fixtures of any nature whatsoever and  
 appurtenances and appliances necessary to the  
 maintenance and operation of the work,  
 that said lessee the said J. G. & T. 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  
 lessee the said J. G. & T. 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  
 cascades as before mentioned, Ninety (90) per  
 centum of the price so estimated of the rock  
 in place at the time such 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 lessee the said J. G. & T. H. Day  
 contracting company do also <sup>July</sup> agree to pay the  
 said lessor the said Thomas Monaghan for  
 and in consideration of the rights and  
 privileges and benefits of the said rights of  
 way and erection and maintenance of any

On  
A.D.  
1893.

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.H. Day contracting company, for itself, its executors, successors and assigns do hereby covenant to and with the said lessors 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 29<sup>th</sup> 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 29<sup>th</sup> day of each and every month thereafter than after the said lessor the said J.G. & S.H. 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. & the said lessor shall and will quiet 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 —

Thomas Monaghan

(Seal)

Eugene D. White  
A. J. Penman.

J. G. Day manager

(Seal)

J. G. & R. H. Day contractors Co

(Seal)

State of Oregon

County of Multnomah \$5:

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 acknowledgments 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 who is 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 herein 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.

Filed for record April 3rd 1893  
J. G. Day