

of that tract numbered two (2) above described as being a part of the Elizabeth Snooks Donation Land Claim, which column of stone is commonly known as "Castle Rock"; shall not be destroyed or removed or its scenic beauty or effect marred or impaired nor shall any attempt be made to destroy or mar the same, but it is contemplated that the grantee, his heirs or assigns may construct and maintain a way to, along and up to said column of stone for easier access to its summit, and, in constructing and maintaining such way, may remove such portions of said column of stone as it may be necessary to remove in order to make such way for access to the summit of said column of stone safe for passage, and that in constructing and maintaining said way for access to the summit of said column of stone it may be necessary to remove some portion of said column of stone and, in some degree to mar and impair the scenic beauty and effect thereof, and it is also contemplated by the grantors that other stone not constituting any part of said column of stone and other materials situated upon the granted premises and not forming any part of the said column of stone may be removed by the grantee, his heirs, executors, administrators or assigns and such action shall not be deemed or taken to be any breach of the condition of this grant, if thereby the said column of stone known as "Castle Rock" shall not be unnecessarily injured or damaged or its said beauty or effect unnecessarily marred or impaired. If, therefore, any breach be made in this condition and the said column of stone be in any way destroyed or removed or any part of it be destroyed or removed or its scenic beauty or effect be marred or impaired except in so far as may necessarily be caused in constructing and maintaining a way of access to the summit thereof, this conveyance shall thereby and forthwith become and be void, and the grantors, their heirs, executors, administrators, successors and assigns, shall thereby and forthwith be restored to their estates in the granted premises; that is to say, the said CHAS. E. LADD and SARAH H. LADD, their heirs, executors, administrators or assigns, to the undivided one-third (1/3) of the said granted premises, and the said COLUMBIA CONTRACT CO., its successors or assigns, to the undivided two-thirds (2/3) of said granted premises. and they or any of them may forthwith enter upon and take possession of said granted premises and of the whole thereof or may at their option use any other remedy in law or in equity to prevent a breach of said contract.

IN TESTIMONY WHEREOF, the said CHAS. E. LADD AND SARAH H. LADD his wife, have hereunto affixed their hands and seals and the said COLUMBIA CONTRACT CO. has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereunto by its officers thereunto duly authorized by resolution of its Board of Directors heretofore duly made and entered. August 28th, 1915.

Witnesses as to signatures of  
Chas. E. Ladd and Sarah H. Ladd;  
P. R. Cooper.  
W. B. Dennis.

Chas. E. Ladd. (SEAL)  
Sarah H. Ladd (SEAL)  
COLUMBIA CONTRACT CO.,  
By Daniel Kern, President.  
Attest: A. L. Mills, Secretary.

Witnesses as to signatures of  
President and Secretary of Columbia  
Contract Co.  
Hamilton F. Corbett.  
T. T. Ashtor.

(\$3.00 Rev. Stamps attached and cancelled)  
(A. L. M. 8/30/15.)

(CORPORATE SEAL)

STATE OF OREGON, )  
COUNTY OF YAMHILL, ) ss.

BE IT REMEMBERED, that on this 26th day of August, 1915, before me, the undersigned, a Notary Public, within and for the said county and State, personally appeared CHAS. E. LADD and SARAH H. LADD, his wife, personally known to me to be the