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Nov 13 1 40 PM '97

O. Lawry
AUDITOR
GARY H. OLSON

Return Address
The Ward Family Trust
Name/o/ Haglund & Kirtley
Address 101 S.W. Main Street
City, State Zip Portland, Oregon 97204

Document Title(s) (or transactions contained therein):

1. Assignment and Novation of purchase option
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of documents(s))

Grantor(s) (Last name first, then first name and initials)

1. THE WARD FAMILY TRUST
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. U.S. DEPARTMENT OF AGRICULTURE Gary H. Martin, Skamania County Assessor
2. Date 11-2-97 Parcel # 01051000110000
3. 01050100020000
- 4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

T.1 N., R.5E., W.M., Sec 1 NE1/4NW1/4
Additional legal is on page 3 of document.

Assessor's Property Tax Parcel/Account Number S/80200
1-5-10-1100 + 1-5-1-2000

Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Form 7265-2

ASSIGNMENT AND
NOVATION OF PURCHASE OPTION AND CONTRACT

THIS NOVATION is entered into this 30th day of October, 1997, by and among The Ward Family Trust, herein called "ASSIGNOR", BP&A Holdings, Inc., an Arizona corporation, herein called "ASSIGNEE," and U.S. Department of Agriculture, Columbia River Gorge National Scenic Area, herein called "CONSENTING PARTY."

PREAMBLE

WHEREAS, Assignor and Consenting Party heretofore entered into that certain Purchase Option and Contract dated September 30, 1997, a copy of which is attached as EXHIBIT A, wherein Assignor agreed to sell by means of an exchange that certain real property located in the County of Skamania and State of Washington, legally described therein and incorporated herein by reference;

AND WHEREAS, the terms, provisions and conditions of the Purchase Option and Contract of that certain real property is in no way novated, altered, modified or amended by this Novation and the obligations, responsibilities and recourse in connection therewith shall remain the sole right and responsibility of the Assignor named herein;

NOW THEREFORE, Assignor hereby assigns to Assignee all of the right, title and interest in and all of the obligations under the Purchase Option and Contract to so sell said interest and Consenting Party does hereby relieve Assignor from any and all of the obligations under the Purchase Option and Contract; and accepts Assignee in lieu thereof. Assignee hereby assumes all such rights, title and interest in and all obligations under the Purchase Option. The Purchase Option and Contract is hereby novated in accordance with the terms hereof.

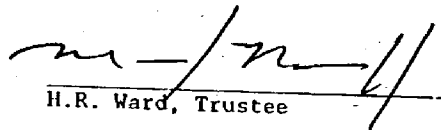
IT IS UNDERSTOOD AND ACKNOWLEDGED by Assignor that any and all funds due Assignor under the Purchase Option and Contract are hereby irrevocably assigned to Assignee and that such funds shall be disposed as provided under the Exchange Agreement of even date herewith by and between Assignor and Assignee.

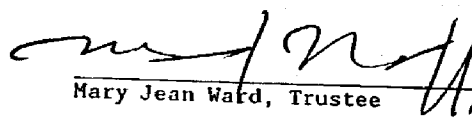
IT IS FURTHER AGREED that Assignor shall indemnify, defend and hold Assignee harmless from and against any and all loss, damage, liability, cost or expense Assignee may suffer or incur arising or resulting from any obligation of Assignor under the Purchase Option and Contract prior to the date of this Assignment;

IT IS ALSO AGREED AND UNDERSTOOD, that the Consenting Party will not have any additional costs in connection with this exchange.

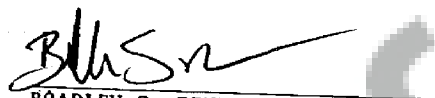
IN WITNESS WHEREOF, the parties hereto have set their hands.

ASSIGNORS

 Attorney in Fact For/
H.R. Ward, Trustee


 Attorney in Fact For/
Mary Jean Ward, Trustee

ASSIGNEE


BRADLEY S. PENNER, President
BP&A Holdings, Inc., an Arizona Corporation

CONSENTING PARTY

U.S. Department of Agriculture

BY 
KIMBERLY E. BOWN
Director of Recreation, Lands, and Minerals
Pacific Northwest Region, U.S.D.A. Forest Service

T. 1 N., R. 5 E., W.M.,

PARCEL 1:

sec. 1, NE1/4NW1/4;

PARCEL 2:

sec. 10, S1/2SE1/4SE1/4NE1/4, lying Southerly of Riverside Drive;
sec. 10, SW1/4SE1/4NE1/4;
sec. 10, NW1/4SE1/4NE1/4, EXCEPTING THEREFROM that portion lying Northerly
of Primary State Highway No. 14, and the East 50 feet lying Southerly
of Primary State Highway No. 14.

ALSO a tract of land located in the SW1/4NE1/4 of sec. 10, T. 1 N.,
R. 5 E., W.M., described as follows:

BEGINNING at the Northeast corner of the SW1/4NE1/4 of said sec. 10,
thence South 440 feet to the initial point of the tract hereby described,
thence N. 80°05' W., 665.4 ft.,
thence South to the South line of the SW1/4NE1/4,
thence East 660 ft. to the Southeast corner of the SW1/4NE1/4,
thence North 880 ft., more or less, to the initial point.

EXCEPTING THEREFROM the following described tract: Beginning at the
Northeast corner of the SW1/4NE1/4 of said sec. 10, thence South 440 ft. to
the initial point, the True Point of Beginning of the tract hereby
described,
thence N. 80°05' W., 665.4 ft.,
thence South along said tract's West line 220 ft.,
thence East, parallel with the North line of Govt. Lot 2 a distance of
654 ft. to the East line of the SW1/4NE1/4,
thence North along said line 100 ft. to the True Point of Beginning.

The tracts described contain 68.33 acres, more or less.

- Duplicate Original - EXHIBIT "A"

USDA Forest Service, R6 LAND, WATERS, OR INTERESTS IN LAND OR WATERS PURCHASE OPTION AND CONTRACT (Ref: FSH 5409.13, Chapter 11.5)		VENDOR: H.R. Ward & Mary Jean Ward, Trustees of the Ward Family Trust c/o Haglund & Kirtley, 101 SW Main Portland, Oregon 97204
AUTHORITY: Columbia River Gorge National Scenic Area Act of November 17, 1986 (PL 99-663), The L&WCF Act of 1965; and the Omnibus Consolidated Appropriations Act of 1997.	UNIT: Columbia River Gorge National Scenic Area (Gifford Pinchot NF)	TRACT NUMBER: GIP #228

KNOW ALL MEN BY THESE PRESENTS, THAT

H.R. WARD AND MARY JEAN WARD, HUSBAND AND WIFE, AS TRUSTEES OF THE WARD FAMILY TRUST, of PHOENIX, ARIZONA, hereinafter called the Vendor, in consideration of One Dollar (\$1.00) in hand paid by the United States, receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby agree with the Secretary of Agriculture of the United States, hereinafter referred to as the "Secretary," as follows:

1.) That the Vendor will sell to the United States of America, under the conditions hereinafter provided, at the price of \$765,000.00, lump sum, all the tracts of land owned by said Vendor situate and lying in the County of Skamania, State of Washington, containing 40.03 acres and 28.3 acres, more or less, as described in paragraph 5, below, provided that, if within 12 months from the date of this instrument, this offer is accepted in writing and notice thereof communicated to the Vendor.

2.) The Vendor further agrees, after acceptance of the option, and upon request of the Secretary or one of his representatives, to execute and deliver, without payment or tender of the purchase price, a good and sufficient general warranty deed or deeds (except as otherwise provided by law), conveying to the United States of America and/or its assigns, the land herein optioned. The Vendor agrees to deliver, without cost to the United States, such other papers as may be required, including any abstract or certificate of title relating to the land which the Vendor may have, which shall be returned if the purchase is not consummated. Such deed or deeds, as may be required to convey title to the land from the Vendor to the United States of America, shall be prepared by the United States and be recorded at its expense. Necessary revenue stamps to be affixed to the conveyances by, and at the expense of the Vendor.

3.) The Vendor further agrees that the use, occupation, and operation of any rights-of-way, easements, and reservations retained in said deed by the Vendor shall be subject to the rules and regulations prescribed by the Secretary for the occupation, use, protection, and administration of National Forest System lands.

4.) The Vendor further agrees that during the life of this instrument, officers and accredited agents of the United States shall have, at all necessary and reasonable times, the right to enter upon said land for all National Forest System purposes. The Vendor also agrees that the United States, upon acceptance of this option, shall have the further right, upon written notice from the Regional Forester to the Vendor, but not otherwise, to use, occupy, and administer, for National Forest System purposes, any or all of the land herein described without charge, and subject only to the limitations and restrictions herein provided.

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Previous edition of this form is obsolete

FS-5400-36(1/79)

5.) Description of land:

T. 1 N., R. 5 E., W.M.,

PARCEL 1:

sec. 1, NE1/4NW1/4;

PARCEL 2:

sec. 10, S1/2SE1/4SE1/4NE1/4, lying Southerly of Riverside Drive;
sec. 10, SW1/4SE1/4NE1/4;
sec. 10, NW1/4SE1/4NE1/4, EXCEPT that portion lying Northerly of
Primary State Highway No. 14, and the East 50 feet lying Southerly
of Primary State Highway No. 14.

ALSO a tract of land located in the SW1/4NE1/4 of Section 10, Township 1
North, Range 5 East, W.M., described as follows:

BEGINNING at the Northeast corner of the SW1/4NE1/4 of said Section 10,
thence South 440 feet to the initial point of the tract hereby described,
N. 80°05' W., 665.4 ft.,
thence South to the South line of the SW1/4NE1/4,
thence East 660 ft. to the Southeast corner of the SW1/4NE1/4,
thence North 880 ft., more or less, to the initial point.

EXCEPT from the described tract the following: Beginning at the Northeast
corner of the SW1/4NE1/4 of said Section 10, thence South 440 ft. to the
initial point, the True Point of beginning of the tract hereby described,
N. 80°05' W., 665.4 ft.,
thence South along said tract's West line 220 ft.,
thence East, parallel with the North line of Govt. Lot 2 a distance of
654 ft. to the East line of the SW1/4NE1/4,
thence North along said line 100 ft. to the True Point of beginning.

The tracts described contain 68.33 acres, more or less.

The title to said land, satisfactory to the Attorney General or the Office of the
General Counsel, to be conveyed free and clear, except as follows:

A.) Telephone line easement, in favor of West Coast Telephone Co., dated
December 13, 1934, and recorded December 14, 1934, at Book Y, Page 67, Skamania
County Deed Records (affects Parcel 2).

B.) Reservation of mineral rights, and the terms and conditions thereof, in favor
of the State of Washington, dated September 12, 1917, and recorded November 14,
1917, at Book Q, Page 326, Skamania County Deed Records (affects Parcel 2).

C.) Electric transmission and distribution line easement, in favor of Northwestern
Electric Company, dated July 24, 1930, and recorded September 24, 1930, at
Recording No. 16799 (Book W, Page 478), Skamania County Deed Records (affects
Parcel 2).

6.) The Vendor further agrees not to do, or suffer others to do, any act by which
the value or title to said lands may be diminished or encumbered. It is further

agreed that any loss or damage to the property occurring prior to the vesting of satisfactory title in the United States of America by reason of the unauthorized cutting or removal of products or the removal of minerals or other natural resources therefrom, or because of fire or acts of God, shall be borne by the Vendor; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said land, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

7.) It is agreed that, if the Vendor cannot convey satisfactory title to the land herein described, or if the Vendor does not promptly convey said land to the United States when requested to do so by authorized representative of the Secretary, the land may be acquired by judicial proceedings, and, if so acquired, payment at the rate hereinbefore set forth for so much of the acreage as is found to be vested in the Vendor, will be accepted as full settlement for all damages caused to said Vendor by reason of the taking of said lands. The Vendor also agrees that this instrument may be introduced in such proceedings as the stipulation of the parties hereto with regard to all matters contained herein.

8.) Cleanup of solid waste debris, shall be the responsibility of the Vendor, and this cleanup is a condition for the acceptance of title by the United States.

9.) It is agreed that an abstract, certificate of title, or other evidence of title satisfactory to the Attorney General of the United States will be furnished by the United States at its expense.

10.) The acreage of the land herein described is to be ascertained by a survey to be made by and at the expense of the United States, and according to the horizontal measurements made by the United States in the survey of public lands, or by recourse to the records of the Bureau of Land Management, or by both; or by the utilization of such other survey as may be acceptable to the Vendor and to the United States.

11.) It is agreed that, if the Vendor fails to do so, the United States may pay any taxes which are a lien against the land and, upon request of the Vendor, may satisfy any other encumbrances. The amounts thus expended shall be deducted from the purchase price of the land.

12.) It is agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, shall be admitted to any share of part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company (sec. 3741, Rev. Stat., and secs. 114-116, Act of Mar. 4, 1909).

13.) In consideration of the foregoing, the Secretary for and in behalf of the United States of America, agrees to acquire the land herein described, at the price hereinabove set forth, and in accordance with the terms of this instrument, and further agrees that, after the approval of the title by the Attorney General or the Office of the General Counsel, as vested in the United States, and the presentation of the necessary Government voucher or vouchers therefor, to cause to be paid to the Vendor the purchase price in accordance with the terms of this agreement.

14.) The Vendor agrees to visually inspect their lands for the presence of hazardous materials or waste, and certify that to the best of their knowledge there

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are no deposits or releases of hazardous substances on the lands which are being conveyed.

In the event hazardous substances are discovered prior to the transfer of title, the USDA Forest Service may reject the land or refuse to complete the acquisition without liability.

14.) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representations or promise with respect to this offer not expressly contained herein.

IN WITNESS WHEREOF, the Vendor has executed this purchase option and contract on this ~~23rd~~ 23rd day of SEPTEMBER, 19 97

In the presence of:

[Signature] (Witness) [Signature] H.R. WARD (Trustee) (SEAL)
[Signature] (Witness) [Signature] MARY JEAN WARD (Trustee) (SEAL)

The offer of the Vendor as contained in this option is hereby accepted for and on behalf of the United States of America.

SECRETARY OF AGRICULTURE

9/30/97
(Date)

Judith E. Levin
JUDITH E. LEVIN, Deputy Director, Recreation
Lands and Mineral Resources
Pacific Northwest Region
USDA-Forest Service