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BOOK 171 PAGE 242

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SKAMIA, ID. WASH
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Clark County Title Company
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G. M. Olson
AUDITOR
GARY M. OLSON

Document Title(s) (for transactions contained therein):	
1. ASSIGNMENT AND NOVATION OF PURCHASE AND	
2. CONTRACT	
3.	
4. OCT 50593 CF	
Reference Number(s) of Documents assigned or released: (on page of document(s)) 50593CF	
Grantor(s)	
1. RICHARD A. AND SALLY BEA, husband + wife	
2.	
3.	
4.	
Additional Names on page of document.	
Grantee(s)	
1. WESTERN AMERICAN EXCHANGE CORPORATION, A CALIFORNIA CORPORATION	
2.	
3.	
4.	
Additional Names on page of document.	
Legal Description (abbreviated i.e. lot, block, plat or section, township, range)	
SEE EXHIBIT "A" ATTACHED HERETO.	
Tax Lot 1200 Sec 10 - 1-5	
Additional legal is on page 4 of document.	
Assessor's Property Tax Parcel/Account Number	
01-05-10-1200	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

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ASSIGNMENT AND
NOVATION OF PURCHASE OPTION AND CONTRACT

THIS NOVATION is entered into this 15 day of November, 1997, by and among Richard A. and Sally R. Bea, herein called "ASSIGNOR", Western American Exchange Corporation, a California 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 29, 1997, a copy of which is attached as EXHIBIT A, wherein Assignor agreed to sell that certain conservation easement property interest 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

Richard A. Bea
Richard A. Bea

Sally R. Bea
Sally R. Bea

ASSIGNEE

Western American Exchange Corporation
Western American Exchange Corporation, a California corporation

CONSENTING PARTY

U.S. Department of Agriculture

BY [Signature]

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

Order No. 50593

Exhibit "A"

PARCEL I

The Northeast quarter of the Southwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT any portion lying within the right of way of Cape Horn Road.

PARCEL II

A tract of land in the Southeast quarter of the Northwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

BEGINNING at a point 300 feet West of the center of Section 10, Township 1 North, Range 5 East of the Willamette Meridian, on the South line of the Northwest quarter of said Section 10; thence North 500 feet more or less to the intersection with the South right of way line of Cape Horn Road (County Road #10050), as it existed on November 23, 1986; thence following said right of way line West and South to the intersection with the South line of the Northwest quarter of Section 10, Township 1 North, Range 5 East of the Willamette Meridian; thence East 825 feet more or less to the point of beginning.

Gary H. Martin, Skamania County Assessor

Date 11-26-99 Parcel # 01-05-10-00120000