

AFTER RECORDING RETURN TO:

PACIFICORP
Attn: Property Department
825 NE Multnomah, Suite 1700
Portland, Oregon 97232

Grantor: Des Verley
Grantee: PacifiCorp
Legal: W 1/2 OF THE NW 1/4 OF THE NE 1/4~
Tax Parcel: 03100300010500

**FIRST AMENDMENT
TO GROUNDWATER WELL SETTLEMENT AGREEMENT,
COVENANT, AND RELEASE**

This First Amendment to Groundwater Well Settlement Agreement, Covenant, and Release (“**Amendment**”) and all Exhibits attached hereto, is by and between PacifiCorp, an Oregon corporation, dba PacifiCorp Energy (“**PacifiCorp**”), and Des Verley (the “**Well Owner**”).

Background

- A. PacifiCorp and the Well Owner entered into that certain Groundwater Well Settlement Agreement, Covenant, and Release dated September 25, 2012 (the “**Agreement**”) including **Addendum A** attached thereto. The Agreement and Addendum A addressed reimbursement for certain costs associated with work to drill a new groundwater well at Well Owner’s Property known as Skamania County, Washington Tax Lot 03100300010500 and further described in the Agreement.
- B. PacifiCorp and the Well Owner desire to amend the Agreement and Addendum A as set forth below.

Terms and Conditions

Now, therefore, the Agreement and Addendum A are hereby amended as follows:

1. Section 4(A) of Addendum A to the Agreement is deleted and replaced with the following:
4. Subject to all of the requirements of the Agreement, the Parties have agreed that the Reimbursement referred to in Section 1 of the Agreement and required to be paid by PacifiCorp under Section 1.2 of the Agreement will be as follows:

(A) Reimbursement for Authorized Work. PacifiCorp will reimburse Well Owner thirteen thousand two hundred twenty-seven and 38/100 dollars (\$13,227.38) for the following items:

- PacifiCorp will reimburse Well Owner five thousand three hundred fifty-eight and 83/100 dollars (\$5,358.83) for the Department of Ecology Permit fee and Work

described on the statement from MK Drilling Co. dated September 17, 2012 (a copy of which is attached hereto as **Exhibit 1**).

- PacifiCorp will reimburse Well Owner six thousand six hundred twenty-one and 99/100 dollars (\$6,621.99) for the materials and Work described on the statement from MK Drilling Co. also dated September 17, 2012 (a copy of which is attached hereto as **Exhibit 2**).
- PacifiCorp will reimburse Well Owner one thousand two hundred forty-six and 56/100 dollars (\$1,246.56) for the Work described on the MK Drilling Co. Statement dated July 6, 2012 (a copy of which is attached to Addendum A as **Exhibit 3**).

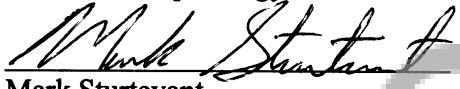
2. **Exhibit 1** and **Exhibit 2** to the Agreement and Addendum A (which are both estimate statements from MK Drilling Co. dated July 30, 2012) are deleted and replaced with the **Exhibit 1** and **Exhibit 2** attached hereto (which are both statements from MK Drilling Co. dated September 17, 2012).

3. Except as modified herein, all other terms and conditions of the Agreement and Addendum A shall remain in full force and effect.

EXECUTED IN DUPLICATE AS OF THE DATES SET FORTH BELOW.

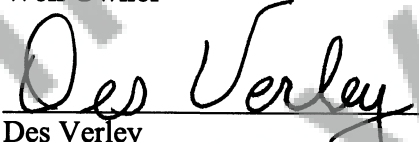
Agreed:

PacifiCorp, an Oregon corporation
dba PacifiCorp Energy


Mark Sturtevant,
Managing Director, Hydro Resources

Date: 10/15/2012

Well Owner


Des Verley

Date: 10/08/2012

