

AFTER RECORDING RETURN TO:

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

**Grantor:** Brian W. and Lisa M. Uthmann  
**Grantee:** PacifiCorp  
**Legal:** LOT 14 NORTHWESTERN LAKE DEVELOP SUBD BK B/PG 73  
**Tax Parcel:** 03100300021700

**Groundwater Well Settlement Agreement, Covenant, and Release**

This Groundwater Well Settlement Agreement, Covenant, and Release (the "**Agreement**"), including Addendum A and all Exhibits attached hereto, is by and between PacifiCorp, an Oregon corporation, dba PacifiCorp Energy ("**PacifiCorp**"), and Brian W. and Lisa M. Uthmann (the "**Well Owner**").

**Background**

- A. PacifiCorp owns the Condit Hydroelectric Project (the "**Project**") located on the White Salmon River in Skamania and Klickitat counties, Washington. The Project includes a dam (Condit Dam) and a former reservoir site (Northwestern Lake). PacifiCorp operates the Project under license issued by the Federal Energy Regulatory Commission ("**FERC**"). FERC has authorized PacifiCorp to decommission and remove the Project.
- B. Well Owner owns that certain real property known as Skamania County, Washington Tax Lot 03100300021700 located near the Project ("**Well Owner's Property**"). Well Owner's Property includes a ground water well (the "**Well**").
- C. On October 26, 2011, PacifiCorp breached Condit Dam and drained Northwestern Lake, all as authorized by FERC order. Well Owner has subsequently developed problems with the Well serving the Well Owner's Property. Well Owner asserts that PacifiCorp's breach of the dam and draining of the reservoir lowered the water table and adversely impacted the Well.
- D. Under the terms and conditions of this Agreement, PacifiCorp is willing to provide certain funding mitigation for impacts to the Well and Well Owner is willing to release PacifiCorp from any claim or liability associated with impacts to the Well.

**Terms and Conditions**

- 1. **Mitigation for Impacts to Well.** Subject to all of the terms and conditions of this Section 1, the Well Owner may elect one of two mutually exclusive options: A) to modify or re-drill the Well; or B) to obtain domestic water service from the City of White Salmon (the "**City**"). **Addendum A**, which is attached hereto and incorporated herein by this reference, memorializes which of these two options the Well Owner has elected to pursue (if a selection has been made at the time this Agreement is executed), and Addendum A also memorializes the magnitude of the reimbursement agreed to by the parties and any other case specific

details agreed to by the parties. Subject to the limits contained in this Agreement (including Addendum A), PacifiCorp will reimburse the actual, reasonable costs for one of the above two options in the amount specified in Addendum A (the "**Reimbursement**"). The Reimbursement shall be the lesser of options (A) or (B) above, as supported by reasonable estimates acceptable to PacifiCorp.

The Well Owner may retain a well drilling contractor licensed by the State of Washington (the "**Drilling Contractor**") to modify or re-drill the Well as necessary to restore function. Alternatively, the Well Owner may obtain from the City a line extension and service "hook-up" sufficient to allow the Well Owner to obtain domestic water service from the City to the Well Owner's Property. The activities and materials reasonably necessary to accomplish either of these options are referred to in this Agreement as the "**Work**." The Work does not include: 1) ongoing cost to operate or maintain the modified or re-drilled Well; 2) ongoing costs to obtain or maintain domestic water service from the City; or 3) improvements that upgrade, expand the function, or increase capacity of the Well beyond the grade, function or capacity of the Well prior to breach of Condit Dam. The scope of work performed and the costs invoiced by the Drilling Contractor or the City (hereafter the "**Vendor**") must be reasonable. PacifiCorp has no obligation under this Agreement to pay for any Work which is not reasonable in scope or cost. PacifiCorp has the right to have the scope of the work and the rates charged independently reviewed by its hydrologist, groundwater well professional, or other relevant expert. Upon reasonable notice to Well Owner, PacifiCorp or its representative may visit the well or new City water system site before, during and/or after the Work. PacifiCorp or its representative will be given access to inspect the well or new City water system and related equipment. This may involve making water level measurements and conducting a pumping yield test.

- 1.1 **Documents to be Provided to PacifiCorp.** Within one (1) year of the date of PacifiCorp's execution of this Agreement, the Well Owner will provide PacifiCorp with: (A) a copy of the Vendor's invoice for the Work; and (B) evidence that Well Owner has paid the Vendor the full amount due. These documents must be in a form reasonably acceptable to PacifiCorp. PacifiCorp has no obligation to pay for any portion of the Work that has not been documented (as required by this Section 1.1) within this one (1) year period.
- 1.2 **Payment.** Within sixty (60) days of PacifiCorp's receipt of the documents required by Section 1.1, PacifiCorp will pay to the Well Owner the Reimbursement specified in Addendum A. PacifiCorp may, in its sole discretion, elect to: (A) accept a copy of the Vendor's invoice in satisfaction of the document requirements of Section 1.1; and (B) discharge its above obligation to pay the Reimbursement specified in Addendum A by making such Reimbursement payment directly to the Vendor.
- 1.3 **Responsibility for the Work.** By agreeing to pay the Reimbursement specified in Addendum A, PacifiCorp is neither agreeing to be responsible for the Work nor in any way representing or warranting that the Work will satisfactorily restore the function of the Well or facilitate the supply of domestic water service from the City. PacifiCorp has no responsibility for the Well or the Work beyond making the payment required by

Section 1.2. Neither the Well Owner nor the Vendor is an agent or employee of PacifiCorp.

- 2. Release; Public Statements.** *The Parties acknowledge and agree that this Agreement is entered into in full settlement and resolution of a dispute regarding whether PacifiCorp has any obligation to Well Owner with regard to impacts to the Well. In consideration of the obligation undertaken by PacifiCorp under Section 1 of this Agreement, Well Owner releases PacifiCorp (and all related parties, including subsidiaries, affiliates, agents, employees, and successors in interest) from all claims, liabilities, and damages of any kind (whether known or unknown) which are related in any way to the impact of the Project decommissioning on the Well, or newly installed well or water service from the City. This release does not apply to claims that Well Owner may have against PacifiCorp in connection with enforcement of this Agreement. The terms of this release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise settlement of any and all claims (disputed or otherwise) arising from the impact of the Project decommissioning on the Well.* If Well Owner makes any public statement regarding the impact of Project decommissioning on the Well, Well Owner will affirmatively state that it has entered into an agreement with PacifiCorp settling all claims for impacts to the Well and that PacifiCorp has agreed to reimburse certain of the costs to modify the Well or obtain City water service.

**3. Representations and Warranties.**

**3.1 Well Owner's Representations and Warranties.** Well Owner represents and warrants to PacifiCorp as follows:

- (A) **Ownership.** Well Owner is the owner of Well Owner's Property, the Well and all associated improvements; no other person has any ownership interest in the Well Owner's Property or the Well.
- (B) **No Liens.** Well Owner has not created any encumbrances on or granted any rights in the Well.
- (C) **No Conflicts.** There are no agreements, court or administrative orders, or other limitations that would prevent Well Owner from entering into this Agreement and engaging in the activities and performing the obligations provided for herein.

**3.2 PacifiCorp's Representations and Warranties.** PacifiCorp represents and warrants to Well Owner as follows:

- (A) **No Conflicts.** There are no agreements, court or administrative orders, or other limitations that would prevent PacifiCorp from entering into this Agreement and engaging in the activities and performing the obligations provided for herein.

- 4. Well Owner's Successors in Interest; Recording.** The parties intend that the terms of this Agreement will be binding on the Well Owner's successors in interest to the Well Owner's

Property and that the release contained in Section 2 above will be treated as a covenant running with the land. Within ten (10) days of the full execution of this Agreement, PacifiCorp will record this Agreement with the relevant county office maintaining title records on the Well Owner's Property. The Well Owner hereby consents to PacifiCorp's recording (and if necessary re-recording) this Agreement. If there is any technical deficiency that prevents effective recording of this Agreement, the parties will cooperate to cure the deficiency such that this Agreement can be recorded no later than twenty (20) days following full execution of this Agreement. Prior to any transfer of the Well Owner's Property, the Well Owner will provide its successor in interest with actual written notice of this Agreement, the release contained in Section 2, and the fact that the release is binding on Well Owner's successors in interest.

- 5. No Admission of Causation or Liability.** This Agreement is not an admission that PacifiCorp's actions in draining Northwestern Lake caused any impact on Well Owner's Property or the Well. PacifiCorp reserves any and all defenses against all claims.
- 6. Notices.** Any notice or other communication required by this Agreement must be in writing and must be delivered personally or sent by certified or registered mail, or by express courier, postage prepaid, to the following addresses:

If to PacifiCorp:  
PacifiCorp Property Management  
825 NE Multnomah Street, Suite 1700  
Portland, Oregon 97232  
Phone: 503-813-5700

If to Well Owner:  
Brian W. and Lisa M. Uthmann  
P.O. Box 1412  
White Salmon, Washington 98672  
Phone: 509-493-4797

A notice is considered as having been given (1) on the day of personal delivery, or (2) two days after the date of mailing.

**6.1 Payment Address.** Payment to Well Owner shall be made to the above address.

**7. Miscellaneous.**


- 7.1 Choice of Law.** This Agreement is governed by the internal laws of Washington, without regard to its conflict-of-laws provisions.
- 7.2 Entire Agreement; Modifications.** This Agreement (including Addendum A and any Exhibits hereto) constitutes the entire agreement between the parties pertaining to the impact of the Project decommissioning on Well Owner's Well and supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this Agreement will be binding unless it is in writing and signed by both parties.
- 7.3 Waiver.** No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving party.



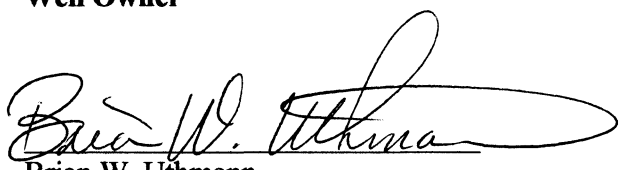
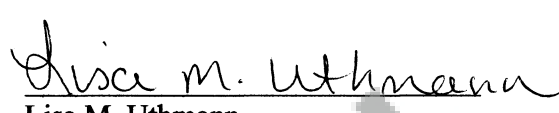
- 7.4 Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of this Agreement remains fully valid and enforceable, *except* that if the release of liability in Section 2 of this Agreement is found to be invalid, this Agreement will terminate and Well Owner will repay PacifiCorp any funds PacifiCorp has provided Well Owner or Vendor for the Work. This Section 7.4 will survive termination of this Agreement.
- 7.5 Binding Effect; Assignment.** This Agreement binds and inures to the benefit of both the parties and their successors and assigns. But the Agreement cannot be assigned without the prior written consent of the other party.
- 7.6 Headings.** The headings in this Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation.
- 7.7 Interpretation.** Both parties have had the opportunity to negotiate this Agreement and to seek the advice of legal counsel prior to entering into this Agreement. The provisions of this Agreement shall not be construed against the drafter. Unless the context requires otherwise:
- (A) The term “including” contemplates “including but not limited to”.
  - (B) The phrase “Project decommissioning” contemplates all actions associated with the decommissioning and removal of the Project including breach of the dam, draining of the reservoir, sediment transport, re-contouring and re-vegetation of the former reservoir area, dam removal and any and all projects related to decommissioning including work on Northwestern Lake Bridge and the relocation of the City of White Salmon’s water transmission line.
  - (C) The term “City” includes any contractors or agents of the City of White Salmon involved in any way in a line extension or domestic water service “hook-up” between the City and Well Owner.
  - (D) The term “modify” when used with regard to the Well means to deepen or otherwise modify the existing Well. The term “re-drill” when used with regard to the Well means to drill a replacement well at a new location on the Well Site.
- 7.8 Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.
- 7.9 Waiver of Jury Trial.** *To the fullest extent permitted by law, the parties waive any right to a trial by jury respecting litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.*

Agreed:

**PacifiCorp**

  
Mark Sturtevant,  
Managing Director, Hydro Resources

**Well Owner**

  
Brian W. Uthmann  
  
  
Lisa M. Uthmann

STATE OF OREGON )  
COUNTY OF Multnomah ) ss.

The foregoing instrument was acknowledged before me this 15 day of October  
2012 by Mark Sturtevant representing PacifiCorp.

  
NOTARY PUBLIC



**ADDENDUM A**  
to the Groundwater Well Settlement Agreement,  
Covenant and Release between PacifiCorp and Brian W. and Lisa M. Uthmann

1. This Addendum A is intended to supplement the terms and conditions of that certain Groundwater Well Settlement Agreement, Covenant and Release ("Agreement") between PacifiCorp and Brian W. and Lisa M. Uthmann.

2. This Addendum A has been incorporated by reference as part of the Agreement (*see* Section 1 of Agreement). Unless otherwise specifically stated, all of the terms and conditions of the Agreement will apply to the interpretation and implementation of this Addendum A. Undefined terms with initial capitalization shall have the meaning assigned in the Agreement. The terms and condition of this Addendum A shall apply during the full term of the Agreement. Any modification of the terms of this Addendum A must be made in writing and signed by both Parties.

3. Section 1 of the Agreement provides that Well Owner may elect one of two mutually exclusive options: a) to modify or re-drill the Well; or b) to obtain domestic water service from the City. The Parties hereby acknowledge and agree that Well Owner has elected to retain a Drilling Contractor to modify or re-drill the Well. Well Owner will not change this selected option unless PacifiCorp has agreed in writing to such a change.

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 Completed Work. PacifiCorp will reimburse Well Owner seven thousand four hundred six and 59/100 dollars (\$7,406.59) for the following items:

- PacifiCorp will reimburse Well Owner four thousand two hundred fifteen and 80/100 dollars (\$4,215.80) for the Work described on the Statement from MK Drilling dated December 19, 2011 (a copy of which is attached hereto as **Exhibit 1**).
- PacifiCorp will reimburse Well Owner one thousand nineteen and 43/100 dollars (\$1,019.43) for the Work described on the Statement from MK Drilling dated December 20, 2011 (a copy of which is attached hereto as **Exhibit 2**).
- PacifiCorp will reimburse Well Owner forty-one and 01/100 dollars (\$41.01) for the actual costs for the materials described on the receipts from Hi-School Hardware dated December 31, 2011, and January 1, 2012 (a copy of each is attached hereto as **Exhibit 3**).

- PacifiCorp will reimburse Well Owner four hundred sixteen and 90/100 dollars (\$416.90) for the actual costs for the materials described on the receipt from The Home Depot dated August 6, 2012 (a copy of which is attached hereto as **Exhibit 4**).
- PacifiCorp will reimburse Well Owner five hundred seventy-two and 45/100 dollars (\$572.45) for the actual costs for the equipment rental described on the receipt from Your Rental Center dated May 29, 2012 (a copy of which is attached hereto as **Exhibit 5**).
- PacifiCorp will reimburse Well Owner sixteen and 00/100 dollars (\$16.00) for the actual costs for the equipment rental described on the receipt from Your Rental Center dated June 14, 2012 (a copy of which is attached hereto as **Exhibit 6**).
- PacifiCorp will reimburse Well Owner one thousand one hundred twenty-five and 00/100 dollars (\$1,125.00) for the Work described on the Quote from Greg Holtman Construction (a copy of which is attached hereto as **Exhibit 7**).

(B) Additional Reimbursement for Future Work. Under the circumstances detailed in this section 4(B), PacifiCorp agrees to reimburse fifty percent (50%) of the actual reasonable cost to deepen the Well an additional one hundred feet (100').

- (i) Cap on Additional Reimbursement. PacifiCorp's total obligation to provide additional reimbursement under this Section 4(B) is capped at three thousand dollars (\$3,000).
- (ii) Required Notice. PacifiCorp will provide reimbursement for additional drilling under this Section (4)(B) only if Well Owner has provided PacifiCorp with a written statement from a licensed well drilling contractor confirming that there is no more than thirty feet (30') of water in the column of the Well. The Well Owner must provide PacifiCorp with this written statement on or before December 31, 2012.
- (iii) PacifiCorp Approval or Rejection of the Required Notice. PacifiCorp must agree with the drilling contractor's written statement before PacifiCorp will become obligated to make any additional reimbursement under this Section 4(B). PacifiCorp will have up to thirty (30) days from the date it receives the drilling contractor's written statement to conduct its own inquiry (if it so desires) and to provide the Well Owner with a written statement either accepting or rejecting the drilling contractor's findings. PacifiCorp may only reject the drilling contractor's written statement on the basis of some objective evidence that the depth of the water column in the Well is more than thirty feet (30') above the bottom of the Well.




(iv) PacifiCorp Rejection and Dispute Resolution. If PacifiCorp rejects the drilling contractor's findings, PacifiCorp will have no obligation to pay for additional drilling unless and until the parties have resolved any dispute and PacifiCorp has accepted that the depth of the water column in the Well was thirty feet (30') or less. Both parties will cooperate in good faith to resolve any such dispute. Dispute resolution will be based on objective measurements of the water column in the Well.



(C) No Further Reimbursement. Except as provided in Sections 4(A) and 4(B) of this Addendum A, PacifiCorp will not be obligated under this or any other Agreement to contribute payment of any further costs related to modification or restoration of Well Owner's Well.

**Agreed:**

**PacifiCorp**

  
Mark Sturtevant,  
Managing Director, Hydro Resources

**Well Owner**

  
Brian W. Uthmann  
  
Lisa M. Uthmann





**EXHIBIT 3**  
**Receipts from Hi-School Hardware dated December 31, 2011, and January 1, 2012**

HI-SCHOOL HARDWARE  
250 E. JEWETT BLVD.  
WHITE SALMON, WA  
98672  
PHONE # 509-493-8586

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ADAPTR SCH40 1.25 61194203836	1	\$0.99	\$0.99 T
ELBOW 90 1.25" SXS 61194203865	2	\$1.29	\$2.58 T
ELBOW 45 1.25" SXS 61194203885	2	\$1.29	\$2.58 T
SUBTOTAL			\$6.15
STATE TAX			\$0.48
TOTAL			\$6.61
CASH			\$7.00
CHANGE DUE			\$0.39

Items = 5

Receipt #: 33174  
Clerk: 2376 - ALEX  
Register #: 1  
Drawer #: 7  
Date/Time: 01/01/2012 10:38:43



HAVE A NICE DAY !!!  
LIKE US ON FACEBOOK  
FOLLOW US ON TWITTER

HI-SCHOOL HARDWARE  
250 E. JEWETT BLVD.  
WHITE SALMON, WA  
98672  
PHONE # 509-493-8586

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PRIMER PVC PURPLE 03875330755	1	\$4.99	\$4.99 T
COUPLE 1.25" SXS 61194203782	8	\$0.79	\$6.32 T
ADAPTR SCH40 1.25 61194203836	3	\$1.99	\$2.97 T
ELBOW 90 1.25" SXS 61194203865	1	\$1.29	\$1.29 T
BALL VALVE 1.25IN 01165114881	1	\$7.99	\$7.99 T
GLUE PVC RAIN/SHI 03875330890	1	\$5.49	\$5.49 T
HARDWARE 13	5	\$0.59	\$2.95 T

SUBTOTAL	\$32.00
STATE TAX	\$2.40
TOTAL	\$34.40
DEBIT	\$34.40
CHANGE DUE	\$0.00

Items = 20

Receipt #: 338454  
Clerk: 5459 - KAREN  
Register #: 1  
Drawer #: 6  
Date/Time: 12/31/2011 16:43:28



EXHIBIT 4  
Receipt from The Home Depot dated August 6, 2012

**SPECIAL SERVICES CUSTOMER INVOICE**

Store 4026 THE DALLES  
3600 W 6TH STREET  
THE DALLES, OR 97058

Phone: (541) 296-7006  
Salesperson: MQJ930  
Reviewer:

Page 1 of 1      **No. 4026-128978**

**REPRINT**

2012-08-06 09:27

**SOLD TO**

Name: **UTTMANN LISA** Home Phone: **(509) 483-4797**

Address: **202 UPPER LAKEVIEW RD** Area Phone: **(509) 483-4797**

City: **WHITE SALMON** County: **KLICKITAT** Zip: **98672-8105**

State: **WA**

**CUSTOMER PICKUP #1**

**MERCHANDISE AND SERVICE SUMMARY** We reserve the right to vary the quantities of merchandise sold to customers.

REF # **W02** SKU # **515-664** Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:	REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE/EACH	EXTENSION
R01	796-822	110.00	EA	JB	PREM SOD 10 SQ FT ROLL /	Y		\$3.79	\$416.90
<b>MERCHANDISE TOTAL</b>									<b>\$416.90</b>
<b>SCHEDULED PICKUP DATE: 08/14/2012</b>									
<b>END OF CUSTOMER PICKUP - REF #W02</b>									

**TOTAL CHARGES OF ALL MERCHANDISE & SERVICES**

<b>ORDER TOTAL</b>	<b>\$416.90</b>
<b>SALES TAX</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$416.90</b>
<b>BALANCE DUE</b>	<b>\$0.00</b>

**END OF ORDER No. 4026-128978**

**FOR WILL CALL MERCHANDISE PICK-UP**  
**PROCEED TO WILL CALL OR SERVICE DESK AREA**  
**(Pro Customers, Proceed To The Pro Desk)**

**WILL CALL MERCHANDISE PICKUP**  
WILL CALL items will be held in the store for 7 days only.  
Check your current order status online at [www.myhomedepot.com](http://www.myhomedepot.com)

Page 1 of 1      **No. 4026-128978**

Customer Copy

EXHIBIT 5  
Receipt from Your Rental Center dated May 29, 2012

R 11.0.0+

**WE SELL TIME**  
WE CHARGE FOR ALL TIME OUT

INCLUDING  
SATURDAYS, SUNDAYS,  
AND HOLIDAYS  
Mon - Sat 7:30 - 5:30  
Closed Sundays

Your prompt return will  
save you money.



**"ALL THE RIGHT TOOLS"**  
1113 Tucker Road • Hood River, OR 97031  
**24 Hour Emergency 541-490-4084**  
**Phone 541-386-2062 • Fax 541-386-6451**  
Toll-Free 1-888-386-9687  
Website: www.yourrental.com

**RENTING**  
The Smart Way  
To Get Things Done.



THANK YOU FOR YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU AGAIN.  
FOR AN EQUIPMENT EMERGENCY CALL 541-399-3783 OR 541-490-3292  
FOR A PARTY EQUIPMENT EMERGENCY CALL 541-490-4084

Customer ID=====Contract Number  
WA UTHMALM33605CONTRACT CLOSING01-286983-08  
07/09/12UTHMANN, LISAUTHMANN, LISA  
232 UPPER LAKEVIEW RD232 UPPER LAKEVIEW RD  
WHITE SALMON WA 98672WHITE SALMON WA 98672  
509-637-0811

WAIVER YES  
2 DAY CHARGE FOR WEEKEND  
OPEN AM 05/26/12  
Delive: FRI 05/25/12  
Out: SAT 05/26/12 07:30  
In: TUE 05/29/12 10:57

Item No.	Qty	Description	Rate	Info	Unit	Extended
0790-7966 01-0006	1	BOBCAT LOADER S175	3W	175.00	350.00	350.00
		S175 BOBCAT	Serial number: 536112461			
		Rates: 87.50/3h	175.00/d	700.00/w	1750.00/28d	
Meter:	0.0	1136.2-out	1136.2-in /xxxx		0.000	0.00
		Replacement Charge, each			27000.00	
1890-0005	0.0	.DIESEL	DIESEL		10.00	0.00
0790-7963 01-0004	1	BOBCAT BUCKET ATTACH	71	0.00	0.00	0.00
		SMOOTH BUCKET				
		Replacement Charge, each			500.00	

Receipts Summary				Summary	
Date	Seg Method	Ref/PO	Amount		
05/29/12	07 VI	Credit Card	572.45	CONTRACTOR RENTAL	350.00
				Pickup/Delivery	150.00
				10% Damage waiver	35.00
				KLICKITAT	37.45
				Total	572.45

IF EQUIPMENT FAILS TO WORK NOTIFY OUR OFFICE IMMEDIATELY • 541-386-2062

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of its terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.		RETURN EQUIPMENT BY: TUE 05/29/12 10:57
I accept/decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefor.		X Signature This is your contract, read both sides before signing.
Pg Sales Agent: 1 TOM HEEP		Date: Customer: 07/09 UTHMANN, LISA
		Contract: 01-286983-08

EXHIBIT 6  
Receipt from Your Rental Center dated June 14, 2012

R 11.0.0+

**WE SELL TIME**  
WE CHARGE FOR ALL TIME OUT  
  
INCLUDING  
SATURDAYS, SUNDAYS  
AND HOLIDAYS  
Mon - Sat 7:30 - 5:30  
Closed Sundays  
  
Your prompt return will  
save you money



"ALL THE RIGHT TOOLS"  
1113 Tucker Road • Hood River, OR 97031  
24 Hour Emergency 541-490-4084  
Phone 541-386-2062 • Fax 541-386-6451  
Toll Free 1-888-386-9687  
Website: www.yourrental.com

**RENTING**  
The Smart Way  
To Get Things Done.



THANK YOU FOR YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU AGAIN.  
FOR AN EQUIPMENT EMERGENCY CALL 541-399-3783 OR 541-490-3292  
FOR A PARTY EQUIPMENT EMERGENCY CALL 541-490-4084

Customer ID=====Contract Number  
WA UTHMALM33605 RENTAL CONTRACT 01-288266-01  
06/14/12 UTHMANN, LISA 232 UPPER LAKEVIEW RD  
WHITE SALMON WA 98672 509-637-0811

WAIVER N Out: THU 06/14/12 16:38  
Due: SAT 06/16/12 16:38

Item No.	Qty	Description	Rate	Info	Unit	Extended
0500-5067	1	ROLLER LAWN	1G	8.00	16.00	16.00
01-0025		MCDONALD ROLLER				
		Rates: 4.44/1h	8.00/d	24.00/w	48.00/28d	
		Replacement Charge, each			134.95	

Date	Seg	Method	Ref/PO	Amount	Summary	Amount
06/14/12	01	VI	Credit Card	16.00	HOMEOWNER RENTAL	16.00
					Total	16.00

-----Credit/Debit Card Payments-----Amount  
VISA XXXXXXXXXXXX0030 16.00  
Exp: Auth: 023348

IF EQUIPMENT FAILS TO WORK NOTIFY OUR OFFICE IMMEDIATELY • 541-386-2062

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment. Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.		RETURN EQUIPMENT BY: SAT 06/16/12 16:38  Signature This is your contract, read both sides before signing.
I accept/decline the damage waiver as provided on the reverse side and agree to pay the above described additional charges therefor.	IF DECLINED PLEASE INITIAL <input checked="" type="checkbox"/>	
Pg Sales Agent: 1 TOM HEEP	Date: Customer: 06/14 UTHMANN, LISA	Contract: 01-288266-01

**EXHIBIT 7**  
**Quote from Greg Holtman Construction**

GREG HOLTMAN CONSTRUCTION

864 SW WINEBARGER ROAD

WHITE SALMON, WA 98672

Quote for: Mr. and Mrs. Uthmann

Address for work to be performed: 232 Upper Lake View Road

White Salmon, WA 98672

Description of work to be performed:

Saw cut, break, and removed damaged concrete and haul away


Reform, pour and stamp concrete as was previously done.

This replacement of concrete is for the damages done by the well drilling truck crossing the stamped  
Concrete.

Cost: \$1125.00

Cost does not include Washington State Sales Tax

Thank you,

  
Greg Holtman

Greg Holtman Construction