

AFTER RECORDING RETURN TO:

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

Grantor: Gary L. Ottman
Grantee: PacifiCorp
Legal: LOT 5 NORTHWESTERN LAKE DEVELOP SUBD BK B/PG 73
Tax Parcel: 03100300021400

**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 Gary L. Ottman (the "Well Owner").

Background

- A. PacifiCorp and the Well Owner entered into that certain Groundwater Well Settlement Agreement, Covenant, and Release recorded with the Skamania County, Washington Auditor's office on October 24, 2012 as AFN # 2012181850 (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 03100300021400 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:

(A) Reimbursement for Authorized Work.

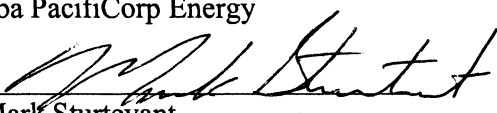
- PacifiCorp will reimburse Well Owner four thousand nine hundred forty and 64/100 dollars (\$4,940.64) for the Work and materials described on the Water Well Drilling Statement from MK Drilling Co. dated November 2, 2012 (a copy of which is attached hereto as **Exhibit 1**).
- PacifiCorp will reimburse Well Owner eleven thousand three hundred fifty-nine and 01/100 dollars (\$11,359.01) for the Work and Dept. of Ecology Permit fee

described on the Water Well Drilling Statement from MK Drilling Co. dated November 2, 2012 (a copy of which is attached hereto as **Exhibit 2**).


- 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 November 2, 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: 12/7/2012

Well Owner

Gary L. Ottman
Date: 11/26/12

