

AFTER RECORDING RETURN TO:

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

**Grantor:** Mark E. King and Laurie A. Black  
**Grantee:** PacifiCorp  
**Legal:** LOT 4 NORTHWESTERN LAKE DEVELOP SUBD BK B/PG 73  
**Tax Parcel:** 03100300021800

**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 Mark E. King and Laurie A. Black, jointly and severally (the “**Well Owner**”).

**Background**

- A. PacifiCorp and the Well Owner entered into that certain Groundwater Well Settlement Agreement, Covenant, and Release dated December 7, 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 03100300021800 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:

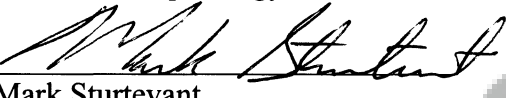
1. Section 4(A) of Addendum A to the Agreement is deleted and replaced with the following:
  - (A) Reimbursement for Authorized Work. PacifiCorp will reimburse Well Owner fifteen thousand seven hundred seventy-nine and 77/100 dollars (\$15,779.77) for the following items:
    - PacifiCorp will reimburse Well Owner ten thousand thirty-three and 01/100 dollars (\$10,033.01) for the Work and Department of Ecology fee described on the Statement from MK Drilling dated October 26, 2012 (a copy of which is attached hereto as **Exhibit 1**).

- PacifiCorp will reimburse Well Owner five thousand seven hundred forty-six and 76/100 dollars (\$5,746.76) for the Work described on the Statement from MK Drilling dated October 26, 2012 (a copy of which is attached hereto as **Exhibit 2**).
2. Exhibit 1 to the Agreement and Addendum A (which is a statement from MK Drilling dated October 26, 2012, with a total balance of \$8,374.43) is deleted and replaced with the Exhibit 1 attached hereto (which is a statement from MK Drilling dated October 26, 2012, with a total balance of \$10,033.01).
  3. Except as modified herein, all other terms and conditions of the Agreement and Addendum A, including all Exhibits to 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: 1/3/2013

**Well Owner**

  
Mark E. King

Date: 12/21/2012

  
Laurie A. Black

Date: 12/21/2012

