AFN #2013000251 Recorded 02/11/2013 at 10:09 AM DocType: AGLS Filed by: PACIFICORP Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

AFTER RECORDING RETURN TO:

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

Grantor: N

Mark E. King and Laurie A. Black

Grantee: PacifiC

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**).

First Amendment to Groundwater Well Settlement Agreement

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- 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:

dba PacifiCorp Energy

Mark Sturtevant,

Managing Director, Hydro Resources

Well Owner

Mark E. King

Date: /1/1/2011

Laurie A Black

Date: 12/21/2012

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EXHIBIT 1 Statement from MK Drilling dated October 26, 2012



PO BOX 470 DALLESPORT WA 98617

509-767-1342 509-767-1907 FAX EMAIL: water@gorge.net

Date: OCT 26, 2012

Well Log # START CARD W41640

Water Well Drilling

MARK KING

Statement

ADDRESS: 172 UPPER LAKEVIEW RD WHITE SALMON, WA 98672

HOME: 509-493-8670

WORK:

CELL:

PROPERTY: 172 UPPER LAKEVIEW RD NORTHWESTERN LAKE

	********DEEPEN WELL ESTIMATE ONLY********			
	PULL EXISTING PUMP & WELL LINER			
6 HR	LABOR @ \$125.00/HR			750.00
***************************************			Ш	
	MOBILIZATION			1,500.00
100	6" DRILLING @ \$24.00/FT			2,400.00
420	4.5° PVC WELL LINER @ \$7.00/FT		Ш	2,940.00
	3-4 LOADS GRAVEL			1,200.00
4 HR	MINI EXCAVATOR SERVICE @ \$85.00/HR			340.00
		print.	П	
		7-4		
	DEPT OF ECOLOGY PERMIT \$200.00			
		SUB TOTAL	S	9,130,00
		7.7% SALES TAX	ş	703.01
		TOTAL DUE	S	9,833.01

PERMIT BALANCE

200.00 10,033.01

PAYMENT DUE UPON RECEIPT 12% INTEREST STARTS IN 30 DAYS