

AFTER RECORDING RETURN TO:

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

Grantor: Thomas J. and Leslie J. Humberg
Grantee: PacifiCorp
Legal: LOT 2 HENDRYX SP BK 2/PG 186 -.19 AC RD R/W~~
Tax Parcel: 03100200020800

**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 Thomas J. and Leslie J. Humberg (the “**Well Owner**”).

Background

- A. PacifiCorp and the Well Owner entered into that certain Groundwater Well Settlement Agreement, Covenant, and Release dated November 1, 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 03100200020800 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:

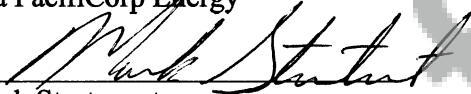
1. Section 4(A) of Addendum A to the Agreement is deleted and replaced with the following:
 - (A) Reimbursement for Authorized Work. PacifiCorp will reimburse Well Owner ten thousand fifty-nine and 95/100 dollars (\$10,059.95) for the following items:
 - PacifiCorp will reimburse Well Owner six thousand seven hundred ninety-six and 63/100 dollars (\$6,796.63) for the Work and Department of Ecology permit fee described on the Statement from MK Drilling Co. dated November 28, 2012 (a copy of which is attached hereto as **Exhibit 1**).

- PacifiCorp will reimburse Well Owner three thousand one hundred twenty-eight and 69/100 dollars (\$3,128.69) for the Work and materials described on the Statement from MK Drilling Co. dated November 30, 2012 (a copy of which is attached hereto as **Exhibit 2**).
 - PacifiCorp will reimburse Well Owner one hundred thirty-four and 63/100 dollars (\$134.63) for the Work described on the Statement from MK Drilling Co. dated September 19, 2012 (a copy of which is attached hereto as **Exhibit 3**).
2. Exhibits 1 and 2 to the Agreement and Addendum A (which are each statements from MK Drilling Co. dated September 25, 2012) are deleted and replaced with the Exhibits 1 and 2 and 3 attached hereto (which are statements from MK Drilling Co. dated November 28, 2012, and November 30, 2012, and September 19, 2012, respectively).
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.

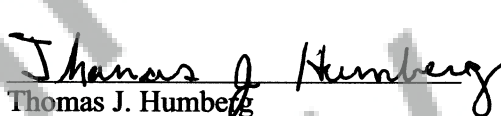
Agreed:

PacifiCorp, an Oregon corporation
dba PacifiCorp Energy

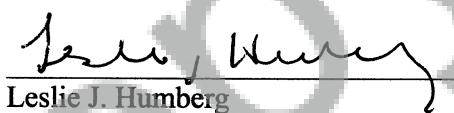

Mark Sturtevant,
Managing Director, Hydro Resources

Date: 1-11-2013

Well Owner


Thomas J. Humbert

Date: _____


Leslie J. Humbert

Date: 12-26-12

