

AFTER RECORDING RETURN TO:

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

Grantor: Robert and Christine Huntington
Grantee: PacifiCorp
Legal: LOT 3 F H L SP BK 3/PG 298 -.56 AC ROAD R/W~
Tax Parcel: 03100300022700

**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 Robert and Christine Huntington (the "Well Owner").

Background

- A. PacifiCorp and the Well Owner entered into that certain Groundwater Well Settlement Agreement, Covenant, and Release recorded in Skamania County, Washington on November 5, 2012, AFN#: 2012181960 (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 03100300022700 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(D) of Addendum A to the Agreement is deleted and replaced with the following:

(D) Reimbursement for Future Work: Under the circumstances detailed in this Section 4(D), PacifiCorp agrees to reimburse up to twenty thousand and 00/100 dollars (\$20,000) of the actual reasonable cost to add steel casing to the Well if a cave-in occurs and the column of the Well becomes blocked and no longer produces adequate water to support Well Owner's reasonable residential water needs.

- (i) Cap on Additional Reimbursement. PacifiCorp's total obligation to provide additional Reimbursement for the addition of steel casing is capped at twenty thousand and 00/100 dollars (\$20,000).


- (ii) Required Notice. PacifiCorp will provide Reimbursement for additional casing to be added to the Well only if Well Owner has provided PacifiCorp with a written statement from a licensed well drilling contractor confirming that the Well is caved-in and that such cave-in has blocked the water supply in the Well. The Well Owner must provide PacifiCorp with this written statement on or before December 31, 2013.
 - (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(D). 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 Well is not caved-in or that the water supply in the Well is not blocked.
 - (iv) PacifiCorp Rejection and Dispute Resolution. If PacifiCorp rejects the drilling contractor's findings, PacifiCorp will have no obligation to pay for additional steel casing unless and until the parties have resolved any dispute and PacifiCorp has accepted that new casing inside the Well is necessary. Both parties will cooperate in good faith to resolve any such dispute. Dispute resolution will be based on objective measurements of the water column and pressure in the Well.
- (E) No Further Reimbursement. Except as provided in Section 4(A), Section 4(B), Section 4(C), and Section 4(D) 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.

2. 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**

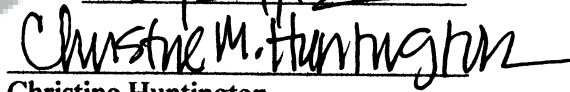

Mark Sturtevant,
Managing Director, Hydro Resources

Date: 1/3/2013

Well Owner


Robert Huntington

Date: 12/24/12


Christine Huntington

Date: 12/24/12