

AFTER RECORDING RETURN TO:

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

Grantor: Matthijs P. Smits and Lisa M. Hamerlynck
Grantee: PacifiCorp
Legal: LOT 15 NORTHWESTERN LAKE DEVELOP SUB BK B/PG 73
Tax Parcel: 03100300022400

Groundwater Well Settlement Agreement, Covenant, and Release

This Groundwater Well Settlement Agreement, Covenant, and Release (the “**Agreement**”), including Addendum A and all Exhibits attached hereto, is by and between PacifiCorp, an Oregon corporation, dba PacifiCorp Energy (“**PacifiCorp**”), and Matthijs P. Smits and Lisa M. Hamerlynck, jointly and severally (the “**Well Owner**”).

Background

- A. PacifiCorp owns the Condit Hydroelectric Project (the “**Project**”) located on the White Salmon River in Skamania and Klickitat counties, Washington. The Project includes a dam (Condit Dam) and a former reservoir site (Northwestern Lake). PacifiCorp operates the Project under license issued by the Federal Energy Regulatory Commission (“**FERC**”). FERC has authorized PacifiCorp to decommission and remove the Project.
- B. Well Owner owns that certain real property known as Skamania County, Washington Tax Lot 03100300022400 located near the Project (“**Well Owner’s Property**”). Well Owner’s Property includes a ground water well (the “**Well**”).
- C. On October 26, 2011, PacifiCorp breached Condit Dam and drained Northwestern Lake, all as authorized by FERC order. Well Owner has subsequently developed problems with the Well serving the Well Owner’s Property. Well Owner asserts that PacifiCorp’s breach of the dam and draining of the reservoir lowered the water table and adversely impacted the Well.
- D. Under the terms and conditions of this Agreement, PacifiCorp is willing to provide certain funding mitigation for impacts to the Well and Well Owner is willing to release PacifiCorp from any claim or liability associated with impacts to the Well.

Terms and Conditions

1. **Mitigation for Impacts to Well.** Subject to all of the terms and conditions of this Section 1, the Well Owner may elect one of two mutually exclusive options: A) to modify or re-drill the Well; or B) to obtain domestic water service from the City of White Salmon (the “**City**”). **Addendum A**, which is attached hereto and incorporated herein by this reference, memorializes which of these two options the Well Owner has elected to pursue (if a selection has been made at the time this Agreement is executed), and Addendum A also memorializes the magnitude of the reimbursement agreed to by the parties and any other case specific

details agreed to by the parties. Subject to the limits contained in this Agreement (including Addendum A), PacifiCorp will reimburse the actual, reasonable costs for one of the above two options in the amount specified in Addendum A (the "**Reimbursement**"). The Reimbursement shall be the lesser of options (A) or (B) above, as supported by reasonable estimates acceptable to PacifiCorp.

The Well Owner may retain a well drilling contractor licensed by the State of Washington (the "**Drilling Contractor**") to modify or re-drill the Well as necessary to restore function. Alternatively, the Well Owner may obtain from the City a line extension and service "hook-up" sufficient to allow the Well Owner to obtain domestic water service from the City to the Well Owner's Property. The activities and materials reasonably necessary to accomplish either of these options are referred to in this Agreement as the "**Work**." The Work does not include: 1) ongoing cost to operate or maintain the modified or re-drilled Well; 2) ongoing costs to obtain or maintain domestic water service from the City; or 3) improvements that upgrade, expand the function, or increase capacity of the Well beyond the grade, function or capacity of the Well prior to breach of Condit Dam. The scope of work performed and the costs invoiced by the Drilling Contractor or the City (hereafter the "**Vendor**") must be reasonable. PacifiCorp has no obligation under this Agreement to pay for any Work which is not reasonable in scope or cost. PacifiCorp has the right to have the scope of the work and the rates charged independently reviewed by its hydrologist, groundwater well professional, or other relevant expert. Upon reasonable notice to Well Owner, PacifiCorp or its representative may visit the well or new City water system site before, during and/or after the Work. PacifiCorp or its representative will be given access to inspect the well or new City water system and related equipment. This may involve making water level measurements and conducting a pumping yield test.

- 1.1 **Documents to be Provided to PacifiCorp.** Within one (1) year of the date of PacifiCorp's execution of this Agreement, the Well Owner will provide PacifiCorp with: (A) a copy of the Vendor's invoice for the Work; and (B) evidence that Well Owner has paid the Vendor the full amount due. These documents must be in a form reasonably acceptable to PacifiCorp. PacifiCorp has no obligation to pay for any portion of the Work that has not been documented (as required by this Section 1.1) within this one (1) year period.
- 1.2 **Payment.** Within sixty (60) days of PacifiCorp's receipt of the documents required by Section 1.1, PacifiCorp will pay to the Well Owner the Reimbursement specified in Addendum A. PacifiCorp may, in its sole discretion, elect to: (A) accept a copy of the Vendor's invoice in satisfaction of the document requirements of Section 1.1; and (B) discharge its above obligation to pay the Reimbursement specified in Addendum A by making such Reimbursement payment directly to the Vendor.
- 1.3 **Responsibility for the Work.** By agreeing to pay the Reimbursement specified in Addendum A, PacifiCorp is neither agreeing to be responsible for the Work nor in any way representing or warranting that the Work will satisfactorily restore the function of the Well or facilitate the supply of domestic water service from the City. PacifiCorp has no responsibility for the Well or the Work beyond making the payment required by

Section 1.2. Neither the Well Owner nor the Vendor is an agent or employee of PacifiCorp.

2. **Release; Public Statements.** *The Parties acknowledge and agree that this Agreement is entered into in full settlement and resolution of a dispute regarding whether PacifiCorp has any obligation to Well Owner with regard to impacts to the Well. In consideration of the obligation undertaken by PacifiCorp under Section 1 of this Agreement, Well Owner releases PacifiCorp (and all related parties, including subsidiaries, affiliates, agents, employees, and successors in interest) from all claims, liabilities, and damages of any kind (whether known or unknown) which are related in any way to the impact of the Project decommissioning on the Well, or any newly modified, re-drilled or installed well, or any water service from the City. This release does not apply to claims that Well Owner may have against PacifiCorp in connection with enforcement of this Agreement. The terms of this release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise settlement of any and all claims (disputed or otherwise) arising from the impact of the Project decommissioning on the Well.* If Well Owner makes any public statement regarding the impact of Project decommissioning on the Well, Well Owner will affirmatively state that it has entered into an agreement with PacifiCorp settling all claims for impacts to the Well and that PacifiCorp has agreed to reimburse certain of the costs to modify the Well or obtain City water service.

3. **Representations and Warranties.**

3.1 **Well Owner's Representations and Warranties.** Well Owner represents and warrants to PacifiCorp as follows:

- (A) **Ownership.** Well Owner is the owner of Well Owner's Property, the Well and all associated improvements; no other person has any ownership interest in the Well Owner's Property or the Well.
- (B) **No Liens.** Well Owner has not created any encumbrances on or granted any rights in the Well.
- (C) **No Conflicts.** There are no agreements, court or administrative orders, or other limitations that would prevent Well Owner from entering into this Agreement and engaging in the activities and performing the obligations provided for herein.

3.2 **PacifiCorp's Representations and Warranties.** PacifiCorp represents and warrants to Well Owner as follows:

- (A) **No Conflicts.** There are no agreements, court or administrative orders, or other limitations that would prevent PacifiCorp from entering into this Agreement and engaging in the activities and performing the obligations provided for herein.

4. **Well Owner's Successors in Interest; Recording.** The parties intend that the terms of this Agreement will be binding on the Well Owner's successors in interest to the Well Owner's

Property and that the release contained in Section 2 above will be treated as a covenant running with the land. Within ten (10) days of the full execution of this Agreement, PacifiCorp will record this Agreement with the relevant county office maintaining title records on the Well Owner's Property. The Well Owner hereby consents to PacifiCorp's recording (and if necessary re-recording) this Agreement. If there is any technical deficiency that prevents effective recording of this Agreement, the parties will cooperate to cure the deficiency such that this Agreement can be recorded no later than twenty (20) days following full execution of this Agreement. Prior to any transfer of the Well Owner's Property, the Well Owner will provide its successor in interest with actual written notice of this Agreement, the release contained in Section 2, and the fact that the release is binding on Well Owner's successors in interest.

5. **No Admission of Causation or Liability.** This Agreement is not an admission that PacifiCorp's actions in draining Northwestern Lake caused any impact on Well Owner's Property or the Well. PacifiCorp reserves any and all defenses against all claims.
6. **Notices.** Any notice or other communication required by this Agreement must be in writing and must be delivered personally or sent by certified or registered mail, or by express courier, postage prepaid, to the following addresses:

If to PacifiCorp:
PacifiCorp Property Management
825 NE Multnomah Street, Suite 1700
Portland, Oregon 97232
Phone: 503-813-5700

If to Well Owner:
Matthijs P. Smits and Lisa M. Hamerlynck
1703 SE 54th Avenue
Portland, Oregon 97215

A notice is considered as having been given (1) on the day of personal delivery, or (2) two days after the date of mailing.

6.1 **Payment Address.** Payment to Well Owner shall be made to the above address.

7. **Miscellaneous.**

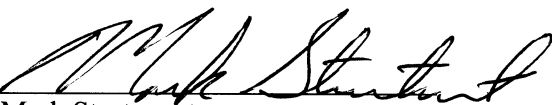
- 7.1 **Choice of Law.** This Agreement is governed by the internal laws of Washington, without regard to its conflict-of-laws provisions.
- 7.2 **Entire Agreement; Modifications.** This Agreement (including Addendum A and any Exhibits hereto) constitutes the entire agreement between the parties pertaining to the impact of the Project decommissioning on Well Owner's Well and supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this Agreement will be binding unless it is in writing and signed by both parties.
- 7.3 **Waiver.** No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless signed in writing by the waiving party.

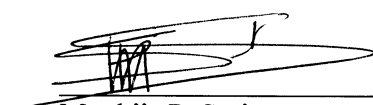
- 7.4 Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of this Agreement remains fully valid and enforceable, *except* that if the release of liability in Section 2 of this Agreement is found to be invalid, this Agreement will terminate, Well Owner will repay PacifiCorp any funds PacifiCorp has provided Well Owner or Vendor for the Work, and PacifiCorp will file notice that this Agreement has terminated with the relevant county office maintaining title records on the Well Owner's Property. This Section 7.4 will survive termination of this Agreement.
- 7.5 Binding Effect; Assignment.** This Agreement binds and inures to the benefit of both the parties and their successors and assigns. But the Agreement cannot be assigned without the prior written consent of the other party.
- 7.6 Headings.** The headings in this Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation.
- 7.7 Interpretation.** Both parties have had the opportunity to negotiate this Agreement and to seek the advice of legal counsel prior to entering into this Agreement. The provisions of this Agreement shall not be construed against the drafter. Unless the context requires otherwise:
- (A) The term "including" contemplates "including but not limited to".
 - (B) The phrase "Project decommissioning" contemplates all actions associated with the decommissioning and removal of the Project including breach of the dam, draining of the reservoir, sediment transport, re-contouring and re-vegetation of the former reservoir area, dam removal and any and all projects related to decommissioning including work on Northwestern Lake Bridge and the relocation of the City of White Salmon's water transmission line.
 - (C) The term "City" includes any contractors or agents of the City of White Salmon involved in any way in a line extension or domestic water service "hook-up" between the City and Well Owner.
 - (D) The term "modify" when used with regard to the Well means to deepen or otherwise modify the existing Well. The term "re-drill" when used with regard to the Well means to drill a replacement well at a new location on the Well Site.
- 7.8 Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.
- 7.9 Waiver of Jury Trial.** *To the fullest extent permitted by law, the parties waive any right to a trial by jury respecting litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.*

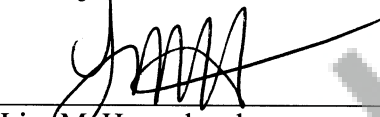
Agreed:

PacifiCorp

Well Owner


Mark Sturtevant,
Managing Director, Hydro Resources

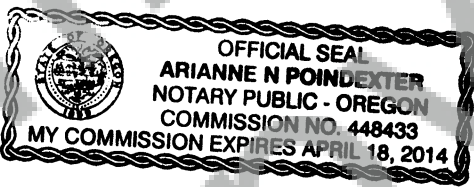

Matthijs P. Smits


Lisa M. Hamerlynck

STATE OF OREGON)
COUNTY OF Multnomah) :ss.

The foregoing instrument was acknowledged before me this 5 day of March
2013 by Mark Sturtevant representing PacifiCorp.


NOTARY PUBLIC



ADDENDUM A

to the Groundwater Well Settlement Agreement,
Covenant and Release between PacifiCorp and PacifiCorp and and Matthijs P. Smits and Lisa M.
Hamerlynck, jointly and severally

1. This Addendum A is intended to supplement the terms and conditions of that certain Groundwater Well Settlement Agreement, Covenant and Release ("Agreement") between PacifiCorp and and Matthijs P. Smits and Lisa M. Hamerlynck, jointly and severally.
2. This Addendum A has been incorporated by reference as part of the Agreement (*see* Section 1 of Agreement). Unless otherwise specifically stated, all of the terms and conditions of the Agreement will apply to the interpretation and implementation of this Addendum A. Undefined terms with initial capitalization shall have the meaning assigned in the Agreement. The terms and condition of this Addendum A shall apply during the full term of the Agreement. Any modification of the terms of this Addendum A must be made in writing and signed by both Parties.
3. Section 1 of the Agreement provides that Well Owner may elect one of two mutually exclusive options: a) to modify or re-drill the Well; or b) to obtain domestic water service from the City. The Parties hereby acknowledge and agree that Well Owner has elected to retain a Drilling Contractor to modify or re-drill the Well. Well Owner will not change this selected option unless PacifiCorp has agreed in writing to such a change.
4. Subject to all of the requirements of the Agreement, the Parties have agreed that the Reimbursement referred to in Section 1 of the Agreement and required to be paid by PacifiCorp under Section 1.2 of the Agreement will be as follows:
 - (A) Reimbursement for Authorized Work. PacifiCorp will reimburse Well Owner for the following items:
 - PacifiCorp will reimburse Well Owner ten thousand five hundred thirty-three and 06/100 dollars (\$10,533.06) for the Work and Dept. of Ecology Permit fee described on the Estimate from Hansen Drilling Co., Inc. dated January 28, 2013 (a copy of which is attached hereto as **Exhibit 1**).
 - PacifiCorp will reimburse Well Owner ten thousand ninety-four and 48/100 dollars (\$10,094.48) for the Work and materials described on the Estimate from Hansen Drilling Co., Inc. dated January 28, 2013 (a copy of which is attached hereto as **Exhibit 2**).
 - (B) Reimbursement for Completed Work.
 - PacifiCorp will reimburse Well Owner one thousand two hundred twenty-two and 48/100 dollars (\$1,222.48) for the Work described on the Statement from Person Pump & Well Drilling Inc. dated November 29, 2012 (a copy of which is attached hereto as **Exhibit 3**).

- PacifiCorp will reimburse Well Owner nine hundred sixty three and 11/100 dollars (\$963.11) for the Work described on the Statement from MK Drilling Co. dated December 19, 2011 (a copy of which is attached hereto as **Exhibit 4**).
- (C) Reimbursement for Additional Work. Subject to all of the terms and conditions of this Section 4(C), PacifiCorp agrees to pay up to \$3,000 in additional costs to reimburse the Well Owner's actual, reasonable cost to conduct additional work described in this Section 4(C).
- (i) Need for Additional Work. PacifiCorp's obligation to provide additional funding under this Section 4(C) will arise only if the Work described in Exhibits 1 and 2 has been completed and within thirty (30) days of the completion of such work either: (i) there is less than thirty (30) feet of water in the Well column; or (ii) the Well column has caved-in or collapsed.
 - (ii) Scope of Additional Work. If the need for additional work arises consistent with Section 4(C)(i), then PacifiCorp will reimburse the first three thousand and 00/100 dollars (\$3,000.00) of the Well Owner's actual, reasonable cost to either drill the Well up to one hundred feet (100') deeper (in the case of too little water depth), or to have steel casing installed in the Well (in the case of a cave-in or collapse of the Well column).
 - (iii) Required Notice. PacifiCorp will provide reimbursement for the above described additional Work under this Section 4(C) only if Well Owner has provided PacifiCorp with a written statement from a licensed well drilling contractor confirming the reason and necessity for such additional Work. The Well Owner must provide PacifiCorp with this written statement prior to the additional Work being started.
 - (iv) 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(C). 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.
 - (v) PacifiCorp Rejection and Dispute Resolution. If PacifiCorp rejects the drilling contractor's findings, PacifiCorp will have no obligation to pay for additional drilling unless and until the parties have resolved any dispute and PacifiCorp has accepted that the additional Work is necessary. Both parties will cooperate in good faith to resolve any such dispute in a timely manner. To the extent practicable, dispute resolution will be based on

objective measurements of the water column in the Well or the condition of the Well column.

(vi) Cap on Additional Reimbursement. PacifiCorp's total obligation to provide additional Reimbursement as described in this Section 4(C) is capped at three thousand and 00/100 dollars (\$3,000).


(D) No Further Reimbursement. Except as provided in Sections 4(A), 4(B) and 4(C) 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.

5. Well Owner has not yet made payment to Vendor Hansen Drilling Co., Inc. or to Vendor Person Plumbing & Well Drilling Inc. for the twenty-one thousand eight hundred fifty and 02/100 dollars (\$21,850.02) worth of Work, permit fees and materials addressed in Section 4(A) and the first bullet-point item in Section 4(B) of Addendum A. The Parties acknowledge and agree that PacifiCorp has elected to accept copies of the Vendors' invoices for such Work in satisfaction of the document requirements of Section 1.1 of the Agreement, and that PacifiCorp has elected to discharge its Reimbursement obligation under Section 4(A) and the first bullet-point item in Section 4(B) by making payment for such Work directly to the Vendors. The Well Owner acknowledges and agrees that such payment by PacifiCorp directly to the Vendors will discharge PacifiCorp's duty to reimburse costs under Section 4(A) and under the first bullet-point item in Section 4(B) of Addendum A and that PacifiCorp will thereafter owe Well Owner no further compensation under Section 4(A) or the first bullet-point item in Section 4(B) of Addendum A.

6. Well Owner has already paid Vendor MK Drilling for the nine hundred sixty three and 11/100 dollars (\$963.11) worth of Work addressed in the second bullet-point item in Section 4(B) of Addendum A. PacifiCorp will pay to the Well Owner the Reimbursement called for in the second bullet-point item in Section 4(B) of Addendum A once all preconditions of Section 1.1 and Section 1.2 of the Agreement have been satisfied.

Agreed:

PacifiCorp


Mark Sturtevant,
Managing Director, Hydro Resources

Well Owner

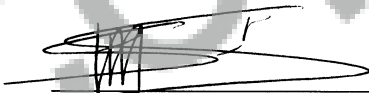
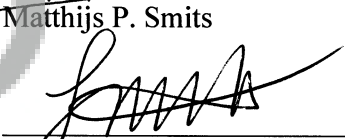

Matthijs P. Smits

Lisa M. Hamerlynck

EXHIBIT 1
Hansen Drilling Co., Inc. Estimate dated January 28, 2013

<i>"Helping to Protect Your Ground Water Since 1918"</i>		HANSEN DRILLING CO., INC. 6711 N.E. 58th Avenue Vancouver, WA 98661-1499 (360) 694-6242 Fax (360) 737-3766 1 (888) 694-6240		Start Card # _____ fax _____ mobile _____ work _____ res. _____
Name: <u>MAIT SMITHS</u>		Phone: _____		
X Address: (mail) _____				
Site: <u>731 UPPER LAKEVIEW RD WHITE SALMON WA 98670</u>				
Location: County <u>SKAMIA</u>		T <u>3</u> N <u>10</u> E, Sec. <u>3</u> 1/4 1/4		
Permit Fee Payable to Dept. of Ecology \$ <u>200.00</u>		\$ <u>200.00</u>		
Drilling: <u>6"</u> diameter <u>100'</u> est. depth @ \$ <u>24.00</u> per ft.		\$ <u>2400.00</u>		
Optionals: Minimum charge <u>100'</u>		\$ _____		
A. Setup <u>PULL PUMP, PULL LINES, REMOVE PITLESS, RUN BIT TO BOTTOM</u>		\$ <u>2285.00</u>		
B. Drive shoe \$ <u>EXCAVATOR & ROCK FOR ACCESS</u>		\$ <u>1025.00</u>		
C. 6" Casing _____ per ft. _____ est. _____ ft.		\$ _____		
D. 18 ft. surface seal \$ _____ add \$ _____ per ft. for additional. est. _____ ft.		\$ _____		
E. 10" temporary casing if needed \$ <u>30</u> per ft. _____ est. _____ ft.		\$ _____		
F. PVC well liner SCH. 40 \$ <u>7.00</u> per ft. _____ est. <u>560</u> ft.		\$ <u>3920.00</u>		
G. PVC slotted screen \$ <u>800.00</u> per 20 ft. length _____		\$ _____		
H. Filter sand \$ <u>40.00</u> per sack _____ est. _____ sks		\$ _____		
I. Stainless steel well screen \$ _____ per 5 ft. length _____		\$ _____		
Gravel pack if needed \$ _____ casing cur \$ _____ blasting \$ _____		\$ _____		
J. Perforate casing in place \$ _____		\$ _____		
K. Test pumping \$ _____		\$ _____		
L. Cat for access if needed \$ _____ delivery, plus \$ _____ per day		\$ _____		
M. Landing mats for soft ground \$ _____ each _____		\$ _____		
N. Concentric overburden drilling add \$ _____ per ft. _____		\$ _____		
plus \$ _____ for rotating shoe _____		\$ _____		
Resale # _____		Estimated Sales Tax <u>7.7</u>		\$ <u>753.06</u>
X Tax Parcel # _____		Estimated Total		\$ <u>10,533.06</u>
Quotes good for 30 days		<i>Assumes open hole drilling</i>		
As a Certified, Licensed/Bonded (Expiration Date January 1, <u>2014</u>) Drilling Contractor, we agree to complete all work in compliance with regulations governing well construction.				
Requote Date: <u>1-28-13</u> Contractor: <u>[Signature]</u>				
Terms: Full Payment Within <u>30</u> Days After Completion. 10% per month interest on late unpaid balances.				
Contractor agrees to advise owner on set-back/regulations and accessibility for equipment.				
*Exact location and access are sole responsibility of owner. Owner responsible for access for drilling equipment from edge of county road to well location. Standby time charged at \$175.00 per hr. plus towing if needed.				
NOTICE TO CUSTOMER Hansen Drilling Co., Inc. is registered with the State of Washington, registration # HANSEDC06781, as a Specialty Contractor and has posted with the state a bond of \$4,000.00 for the purpose of satisfying claims against the contractor or improper work or breach of contract in the conduct of the contractor's business. This bond may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your project or any employee of the contractor is not paid by the contractor on your job, your property may be liened to force payment. If you wish additional protection, you may require the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries. Contractor has the right and intent to file a labor and material lien against said property if not paid as outlined above.				
*ACCEPTANCE: We agree that failure of the contractor to strike water or any specific quantity or quality of water shall in no way release us from payment for services rendered and material installed. The above prices and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. We agree that if contractor has to place this matter in the hands of an attorney for collection, or for the commencement of suit or action, including arbitration, we will pay contractor's reasonable attorney fees and all contractor's court and collection costs incurred, including lien recording fees, and title search costs. Owner is responsible for access from edge of county road to well site, any cost incurred will be added to billing.				
Date: _____		Customer: _____		

EXHIBIT 2
Hansen Drilling Co., Inc. Estimate dated January 28, 2013

Estimated Contract

HANSEN DRILLING CO., INC.
6711 N.E. 58th Avenue
Vancouver, WA 98661-1499
(360) 694-6242 • Fax (360) 737-3766
1 (888) 694-6240

Start Card # _____
fax _____
mobile _____
work _____
res. _____

Name: MATT SMITS Phone: _____

Address: (mail) _____
(site) 731 UPPER LAKEVIEW RD WHITE SALMON, WA

Location: County _____ T _____ N; R _____ E; Sec. _____ 1/4 _____ 1/4 _____

1 - 186550412 5 HP GOUDS PUMP w/ DELUXE CONTROL BOX
252 FT 1 1/4" GALV. PIPE
600 FT. #4 X3 W/G FIAT JACKET WIRE
3 1 1/4" D-I CHECK VALVES
1 #4 SPIICE KIT
LABOR TO SET NEW PUMP IN DEEPENED WELL,
USING EXISTING PITLESS ADAPT. AND EXISTING 1 1/4"
PUMP PIPE
WATER HARDNESS & BACTERIA TEST 93372.78
THRU HALL + 50Y PUMP

Resale # _____ Estimated tax 7.7 \$ 721.70
Tax Lot # _____ Estimated total \$ 10,094.48

As a Certified, Licensed/Bonded (Expiration Date Jan 1, 2014) Drilling Contractor, we agree to complete all work in compliance with regulations governing well construction. HANSEDC947RJ

Date: 1-28-13 Contractor: [Signature]

Terms: Full Payment Within 30 Days After Completion. 1 1/2% per month interest on late unpaid balances.

Contractor agrees to advise owner on set-back/regulations and accessibility for equipment.
*Exact location and access are sole responsibility of owner.

NOTICE TO CUSTOMERS

*ACCEPTANCE: We agree that failure of the contractor to strike water or any specific quantity or quality of water shall in no way release us from payment for services rendered and material installed. The above prices and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. We agree that if contractor has to place this matter in the hands of an attorney for collection, or for the commencement of suit or action, including arbitration, we will pay contractor's reasonable attorney fees and all contractor's court and collection costs incurred, including lien recording fees, and title search costs. Owner is responsible for access from edge of county road to well site, any cost incurred will be added to billing.

Date: _____ Customer: _____

EXHIBIT 4

MK Drilling Co. Invoice dated December 19, 2011

PO BOX 470
DALLESPOINT WA 98617
509-767-1342
509-767-1907 FAX
EMAIL: water@gmcc.net

M-K DRILLING CO

Water Well Drilling

LISA HAMERLYNK

A black silhouette illustration of a mobile drilling rig. It features a tall vertical mast or derrick mounted on a four-wheeled chassis. Various mechanical components like pulleys and cables are visible along the mast.

Statement

Date: DEC 18, 2011
Well Log: #00862

ADDRESS: 731 UPPER LAKEVIEW RD
WHITE SALMON, WA 98672

HOME:
WORK:
CELL: [REDACTED]
PROPERTY: 731 UPPER LAKEVIEW RD
NORTHWESTERN LAKE

	INSTALL AIRLINE & PUMPTEC PLUS				
1	FRANKLIN PUMPTEC PLUS				\$ 452.00
525'	1 1/4" AIRLINE TUBING + AIRLINE ASSEMBLY				\$ 128.75
3.75 HR	LABOR @ \$85.00/Hr + TRAVEL FROM SHOP				\$ 318.75
	SUB TOTAL		\$		900.10
	7% SALES TAX		\$		63.01
	TOTAL DUE		\$		963.11

TERMS: 30 DAYS

PAYMENT DUE UPON RECEIPT
12% INTEREST STARTS IN 30 DAYS