

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

**SECOND AMENDMENT
TO GROUNDWATER WELL SETTLEMENT AGREEMENT,
COVENANT, AND RELEASE**

This Second 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, and recorded in the records of Skamania County, Washington on December 27, 2012, as AFN# 2012182363 (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 Well Owner entered into that certain First Amendment to Groundwater Well Settlement Agreement, Covenant, and Release dated January 3, 2013, and recorded in the records of Skamania County, Washington on February 11, 2013, as AFN# 2013000251 (the “**First Amendment**”). The First Amendment replaced amended the Agreement and Addendum A.
- C. PacifiCorp and the Well Owner now desire to further 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:

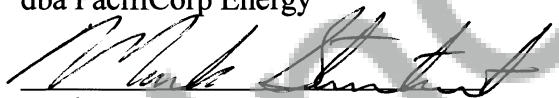
- 1.) Section 4(A) of Addendum A to the Agreement is deleted and replaced by the following:
 - (A) Reimbursement for Authorized Work. PacifiCorp will reimburse Well Owner eighteen thousand six hundred eighty-three and 88/100 dollars (\$18,683.88) for the following items:

- 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 Co. dated October 26, 2012 (a copy of which is attached hereto as **Exhibit 1**).
 - PacifiCorp will reimburse Well Owner eight thousand six hundred fifty and 87/100 dollars (\$8,650.87) for the Work and materials described on the Statement from MK Drilling Co. dated October 29, 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 Co. dated October 26, 2012, with a total balance of \$10,033.01) will remain unchanged.
 3. Exhibit 2 to the Agreement and Addendum A (which is a statement from MK Drilling Co. dated October 26, 2012, with a total balance of \$5,746.76) is deleted and replaced with the Exhibit 2 attached hereto (which is a statement from MK Drilling Co. dated October 29, 2012, with a total balance of \$8,650.87).
 4. 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.

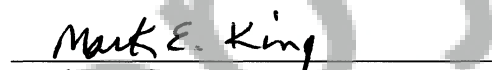
Agreed:

PacifiCorp, an Oregon corporation
dba PacifiCorp Energy

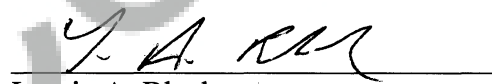

Mark Sturtevant,
Managing Director, Hydro Resources

Date: 5/20/2013

Well Owner


Mark E. King

Date: 5/10/2013


Laurie A. Black

Date: 5/10/2013

