

AFTER RECORDING RETURN TO:

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

Grantor: William H. Fulton
Grantee: PacifiCorp
Legal: LOT 11 NORTHWESTERN LAKE DEVELOP SUBD BK B/Pg 73
Tax Parcel: 03100300021300

**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 William H. Fulton (the “**Well Owner**”).

Background

- A. PacifiCorp and the Well Owner entered into that certain Groundwater Well Settlement Agreement, Covenant, and Release recorded on March 25, 2013, in the records of Skamania County, Washington, AFN# 2013000572 (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 03100300021300 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 in its entirety and replaced with the following:
 - (A) Reimbursement for Authorized Work.
 - PacifiCorp will reimburse Well Owner nine thousand one hundred forty-two and 33/100 dollars (\$9,142.33) for the Work and Dept. of Ecology Permit fee described on the Water Well Drilling Statement from MK Drilling Co. dated May 30, 2013 (a copy of which is attached hereto as **Exhibit 1**).

- PacifiCorp will reimburse Well Owner eight thousand one hundred forty-four and 05/100 dollars (\$8,144.05) for the Work and materials described on the Water Well Drilling Statement from MK Drilling Co. dated May 31, 2013 (a copy of which is attached hereto as **Exhibit 2**).
 - PacifiCorp will reimburse Well Owner three hundred six and 95/100 dollars (\$306.95) for the Work described on the Water Well Drilling Statement from MK Drilling Co. dated June 13, 2013 (a copy of which is attached hereto as **Exhibit 4**).
2. **Exhibit 1** to the Agreement and Addendum A (which is a statement from MK Drilling Co. dated December 5, 2012, with a total balance of \$9,709.91) is deleted and replaced with the **Exhibit 1** attached hereto (which is a statement from MK Drilling Co. dated May 30, 2013, with a total balance of \$9,142.33).
 3. **Exhibit 2** to the Agreement and Addendum A (which is a statement from MK Drilling Co. dated December 6, 2012, with a total balance of \$7,287.48) is deleted and replaced with the **Exhibit 2** attached hereto (which is a statement from MK Drilling Co. dated May 31, 2013, with a total balance of \$8,144.05).
 4. Section 4(B) of Addendum A to the Agreement and **Exhibit 3** to the Agreement and Addendum A (which is a statement from MK Drilling Co. dated November 20, 2012, with a total balance of \$201.94) shall remain unchanged.
 5. Section 4(C) of Addendum A to the Agreement shall remain unchanged.
 6. **Exhibit 4** to the Agreement and Addendum A attached hereto (which is a statement from MK Drilling Co. dated June 13, 2013, with a total balance of \$306.95) is hereby inserted as part of the Agreement and Addendum A.
 7. 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: 7/22/2013

Well Owner


William H. Fulton

Date: 7/17/2013

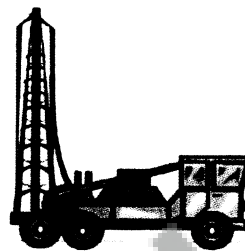
EXHIBIT 4
Statement from MK Drilling dated June 13, 2013

PO BOX 470
DALLSPORT WA 98617
509-767-1342
509-767-1907 FAX
EMAIL water@gorge.net



M-K DRILLING CO

Water Well Drilling

BILL FULTON

Statement

Date: JUNE 13, 13
Well Log # 02460

**ADDRESS: 7102 LITTLE BUCK CREEK RD
WHITE SALMON, WA 98672
HOME: 509-493-3835
WORK:
CELL: 434-466-3240
PROPERTY: 7102 LITTLE BUCK CREEK RD
NORTHWESTERN LAKE**

[illegible]

TERMS 30 DAYS

**PAYMENT DUE UPON RECEIPT
12% INTEREST STARTS IN 30 DAYS**