AFN #2013001750 Recorded 08/07/2013 at 12:12 PM DocType: AGLS Filed by: PACIFICORP Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

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).

First Amendment to Groundwater Well Settlement Agreement

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- 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

Minke

Mark Sturtevant,

Date:

Managing Director, Hydro Resources

Well Owner

William H. Fulton

7/17/2013

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First Amendment to Groundwater Well Settlement Agreement

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EXHIBIT 1 Statement from MK Drilling dated May 30, 2013



PO BOX 470 DALLESPORT WA 98617

509-767-1342 509-767-1907 FAX EMAIL: water@gorge net Water Well Drilling

BILL FULTON

Statement

Date: MAY 30, 2012 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

	MOBILIZATION		Ш	Ш	1,500,00
165'	6" DRILLING @ \$24.00/FT				2,760.00
475'	4.5" PVC WELL LINER@ \$7.00/FT			Ш	3.325.00
	SITE PREP WORK, 3 LOADS ROCK, 2 HR MINI EXCAVATOR		Ш	Ш	718.00
			Ш	Ш	
	A 11			\prod	
	47	4.7		Ш	
	7 /4 / 14 1		П	\prod	
			П	П	
			Π	Π	
			П	П	
			П	П	
			Π	П	
		SUB TOTAL	Π	s	8,303.00
		7.7% SALES TAX		13	639.33
		TOTAL DUE	TT	8	8,942,33

PERMIT 200.00 BALANCE 9,142.33

TERMS 30 DAYS

PAYMENT DUE UPON RECEIPT 12% INTEREST STARTS IN 30 DAYS AFN #2013001750 Page: 4 of 5

EXHIBIT 2 Statement from MK Drilling dated May 31, 2013



PO BOX 470 DALLESPORT WA 98617

509-767-1342 209-767-1907 FAX EMAIL: water@gorge net Water Well Drilling

BILL FULTON

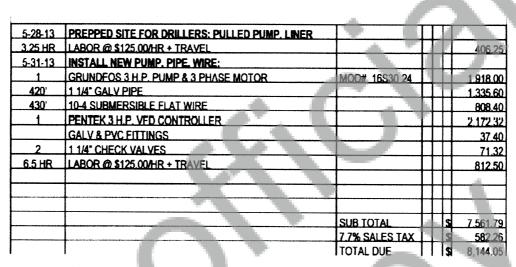
Statement

ADDRESS: 7102 LITTLE BUCK CREEK RD WHITE SALMON, WA 98672

Date: MAY 31, 2013 Well Log: #02460 HOME: 509-493-3835 WORK:

CELL: 434-466-3240

PROPERTY: 7102 LITTLE BUCK CREEK RD NORTHWESTERN LAKE



5 YR WARRANTY PUMP & MOTOR ONLY LABOR NOT INCLUDED

TERMS: 30 DAYS

PAYMENT UPON RECEIPT 12% INTEREST STARTS IN 30 DAYS AFN #2013001750 Page: 5 of 5

EXHIBIT 4 Statement from MK Drilling dated June 13, 2013

M-K DRILLING CO

PO BOX 470 DALLESPORT WA 98617 509-767-1342

509-767-1342 509-767-1907 FAX EMAII water@gorge net 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

	******ESTIMATE TO REPAIR ROAD*******				TT	
	LOAD OF ROCK					200.00
1 HR	MINI EXCAVATOR USE @ \$85,00/HR				11	85.00
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			0110 70711		1	
			SUB TOTAL	_	S	285.00
			7.7% SALES T	AX	- 5	21.95
		- 1	TOTAL DUE	- 1	S	306.95

TERMS 30 DAYS

PAYMENT DUE UPON RECEIPT 12% INTEREST STARTS IN 30 DAYS