

AFTER RECORDING RETURN TO:

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

Grantor: LaRae McClasin
Grantee: PacifiCorp
Legal: LOT 2 MC CASLIN SP BK 3/PG 410
Tax Parcel: 03100200020400

**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 LaRae McClasin (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 December 27, 2011 as AFN#: 2012182362 (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 03100200020400 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 and replaced with the following:

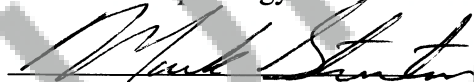
- (A) Reimbursement for Authorized Work. PacifiCorp will reimburse Well Owner up to twenty seven thousand nine hundred fifty-seven and 89/100 dollars (\$27,957.89) for the following items:
- PacifiCorp will reimburse Well Owner fifteen thousand eight hundred sixteen and 50/100 dollars (\$15,816.50) for the Work and Permit fee described on the Water Well Drilling Statement from MK Drilling Co. dated June 5, 2013 (a copy of which is attached hereto as **Exhibit 1**).

- PacifiCorp will reimburse Well Owner eight thousand four hundred ninety-one and 39/100 dollars (\$8,491.39) for the Work and materials described on the Water Well Drilling Statement from MK Drilling Co. dated June 5, 2013 (a copy of which is attached hereto as **Exhibit 2**).
 - PacifiCorp will reimburse Well Owner up to three thousand six hundred fifty and 00/100 dollars \$3,650.00 to cover labor and material costs to remove and reinstall a new pump house-shed structure to replace the existing pump house-shed structure that must be removed in order for the Work to be completed (an itemized list of these costs is attached hereto as **Exhibit 3**).
2. Exhibit 1 to the Agreement and Addendum A (which is a statement from MK Drilling Co. dated October 22, 2012, with a total balance of \$8,342.12) is deleted and replaced with the Exhibit 1 attached hereto (which is a statement from MK Drilling Co. dated June 5, 2013, with a total balance of \$15,816.50).
 3. Exhibit 2 to the Agreement and Addendum A (which is a statement from MK Drilling Co. dated October 24, 2012, with a total balance of \$5,100.89) is deleted and replaced with the Exhibit 2 attached hereto (which is a statement from MK Drilling Co. dated June 5, 2013, with a total balance of \$8,491.39).
 4. Exhibit 3 to the Agreement and Addendum A (which is an itemization of pump house-shed replacement costs) shall remain unchanged.
 5. 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: 6/26/2013

Well Owner


LaRae McClasin

Date: 6/22/13

