AFN #2013001961 Recorded 09/03/2013 at 03:13 PM DocType: AGLS Filed by: PACIFICORP Page: 1 of 4 Auditor Timothy O. Todd Skamania County, WA

#### **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, 20112 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**).

First Amendment to Groundwater Well Settlement Agreement

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- 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:

Well Owner

LaRae McClasin

Date: 6/22/1=

First Amendment to Groundwater Well Settlement Agreement

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### **EXHIBIT 1** Statement from MK Drilling Co. dated June 5, 2013

## M-K DRILLING CO

PO BOX 470 DALLESPORT WA 98617

Water Well Drilling

509-767-1907 FAX EMAIL: water@gorge.net

LARAE MCCASLIN

Statement

**ADDRESS: PO BOX 84** 

WHITE SALMON, WA 98672

HOME: 509-493-2715 Date: JUN 5, 2013 Well Log # 02461

WORK: CELL: **PROPERTY: 141 HUMMINGBIRD RD NORTHWESTERN LAKE** 

-	MOBILIZATION FEE				2,000.00
250'	6" DRILLING @ \$24.00/FT				6,000.00
260'	5" STEEL LINER @ \$20.00/FT				5,200.00
1	5" DRIVE SHOE	4.3	H		100.00
			П		
			П		
	PULLED PUMP, REMOVED PUMP HOUSE & HAULED		П	П	
	AWAY, LAID MATS, SITE CLEANUP		П		1,200 00
_			П		
			П		
			П		
			П	T	
		SUB TOTAL	П	S	14,500.00
		7.7% SALES TAX	П	S	
k.		SUB TOTAL	П	S	

PERMIT FINAL TOTAL

200.00

15,816.50

TERMS: 30 DAYS

PAYMENT DUE UPON RECEIPT 12% INTEREST STARTS IN 30 DAYS

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### **EXHIBIT 2 Statement from MK Drilling dated June 5, 2013**



PO BOX 470 DALLESPORT WA 98617

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

LARAE MCCASLIN

Statement

**ADDRESS: PO BOX 84** 

WHITE SALMON, WA 98672 HOME: 509-493-2715

Date: JUNE 5, 2013 Well Log: # 00611

WORK:

CELL:

PROPERTY: 141 HUMMINGBIRD RD NORTHWESTERN LAKE

1	GRUNDFOS 3 H.P. PUMP & 3-PHASE MOTOR	MOD# 16S30-24		1.918.00
_1	YASKAWA 3 H.P. VFD CONTROLLER			2.409.76
399'	1 1/4" GALV PIPE			1.268.82
405'	10-4 SUBMERSIBLE FLAT CABLE			761.40
2	1 1/4' CHECK VALVES		$\perp \! \! \! \! \! \! \! \! \perp$	71.32
	MISC FITTINGS & SUPPLIES		$\perp \perp \perp$	240.00
7 HR	LABOR @ \$125.00/HR + TRAVEL			875.00
4 HR	MINI EXCAVATOR @ \$ 85.00/HR		$\perp \perp$	340.00
			Ш	
			$\perp \perp$	
		SUB TOTAL	S	7.884.30
		7.7% SALES TAX	S	607.09
		TOTAL DUE	S	8,491,39

5 YR WARRANTY PUMP & MOTOR ONLY LABOR NOT INCLUDED

TERMS: 30 DAYS

PAYMENT DUE UPON RECIEPT 12% INTEREST STARTS IN 30 DAYS