

06-050983 (CT)

Avista Corp.
1411 East Mission PO Box 3727 MSC-11
Spokane, Washington 99220-3727
Telephone 509-495-8000



Malyn K. Malquist
Senior Vice President and
Chief Financial Officer

RECEIVED
RECEIVED

05 JUN 27 AM 9:27

UTILITIES
05

RECEIVED

JUN 27 2005

FINANCIAL SERVICES

June 24, 2005

State of Washington
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive, S.W.
Olympia, WA 98504-8002

Attention: Ms. Carole Washburn, Executive Secretary

**RE: Application of Avista Corporation to amend Certificate of Public Convenience
And Necessity to Operate a Gas Plant for Hire**

Enclosed herewith please find our check in the amount of \$25.00 along with the original and one copy of the application of Avista Corporation for a Certificate of Public Convenience and Necessity to operate a gas plant for hire in a portion of Spokane County, Washington.

The Application seeks to amend Avista Corporation's existing Certificate to incorporate an area where new development is taking place and the installation of a new high pressure line is necessary to reinforce gas service in the area.

As a portion of the proposed area lies outside our existing gas franchise in Spokane County, we will be requesting an amendment to our Spokane County franchise as well.

If you have any questions regarding this filing, please contact Terry Barry at 509-495-4386.

Sincerely,

Malyn K. Malquist
Senior Vice President,
Chief Financial Officer and Treasurer

Enclosures

Cc: Terry Barry, Gas Engineering
Teri Patton, Real Estate

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Application of
AVISTA CORPORATION
 (formerly The Washington Water Power Company)
 for a Certificate of Public Convenience and Ne-
 cessity to Operate a Gas Plant for Hire in the
 general area or areas of Spokane County,
Washington

Received by.....
 Date,
 Application No.....
 Amount \$.....

(LEAVE ABOVE LINES BLANK)

AVISTA CORPORATION
 (Name of applicant)

hereby

makes application to the Washington Utilities and Transportation Commission for a Certificate of Public Convenience and Necessity to Operate a Gas Plant for Hire as provided in RCW 80.28.190.

APPLICATION

- Name under which applicant's business is or will be conducted
Avista Corporation
- Address, main office P.O. Box 3727, Spokane, Washington 99220-3727
- Address, branch offices.....
- If applicant is a corporation list below the names and addresses of principal officers.

| Name | Title | Address |
|-----------------------------|--|---|
| Gary G. Ely | President, Chief Exec. Officer & Chairman of the Board | P.O. Box 3727 Spokane, WA 99220-3727 |
| Malyn K. Malquist | Senior Vice Pres., Chief Financial Officer & Treasurer | " " |
| Scott L. Morris | Senior Vice President | " " |
| Christy M. Burmeister-Smith | Vice President & Controller | " " |

- If a corporation supply the following information with respect to stockholders of record of applicant as of the last day of the month immediately preceding date of application herein.

| Names and addresses of the 10 common or preferred stockholders (if any) owning greatest number of shares with voting rights | Number Shares Owned | | Total Number of Votes |
|---|---------------------|-----------|-----------------------|
| | Common | Preferred | |
| DBH Properties LP; Coeur d'Alene, ID | 77,646 | | 77,646 |
| Margaret Anne Brosnan TR DTD 09/13/94, Akron, OH | 40,000 | | 40,000 |
| Alfred C. Glassell, Jr.; Houston, TX | 30,028 | | 30,028 |
| Gladys L. Rikerd; Spokane, WA | 26,671 | | 26,671 |
| Kay Kobayashi; Los Angeles, CA | 22,092 | | 22,092 |
| Ernest C. Gosney Jr. & Marie K. Gosney TRS UA DTD 8/18/98; Spokane, WA | 20,011 | | 20,011 |
| Robert Eugene Young; Washougal, WA | 20,000 | | 20,000 |
| Edmund M. Reeck TR U/A DTD 6/16/98; Salem, OR | 15,962 | | 15,962 |
| Henry P. Savage & Mildred Savage, JT TEN; Kellogg, ID | 15,000 | | 15,000 |
| Thomas A. Lowe & Kathleen B. Lowe JT TEN; Satellite Beach, FL | 14,592 | | 14,592 |

6. If applicant is not a corporation list below the name and address of each person having an equity in the business.

| <i>Name</i> | <i>Address</i> |
|----------------|----------------|
| Not Applicable | |
| | |
| | |
| | |

7. Is this an application for an amendment of an existing certificate of public convenience and necessity already issued to applicant? YES NO

8. Is applicant presently operating a gas plant for hire in the State of Washington in the area or areas involved in this application? YES NO

| <i>Area now served</i> | <i>Since</i> | <i>Area now served</i> | <i>Since</i> |
|------------------------|--------------|------------------------|--------------|
| Eastern Washington | 1958 | | |
| Northern Idaho | 1958 | | |
| | | | |

9. Is any other gas company operating a gas plant for hire in any part of the area or areas for which applicant herein requests certification? YES NO If YES, give name of other company or companies by areas.

10. Does applicant hold franchises or other governmental consents from any municipality in the area or areas involved in this application? YES NO If YES, attach a certified copy of such franchise. If NO, state action taken or to be taken to procure such.

11. State the adequacy of gas supply and proposed date that service will be made available.

~~Firm gas contracts with Northwest Pipeline covers the gas supply~~

12. Is applicant familiar with all the rules and regulations of the Washington Utilities and Transportation Commission regarding the operation of a gas plant for hire? YES NO

13. Is applicant submitting herewith its proposed tariff or tariffs covering the service to be offered in the area or areas involved in this application? YES NO If answer is NO, state when applicant intends to submit such. ~~Such tariffs are on file with the Commission~~

14. On a separate sheet designated "Exhibit A" submit a feasibility study relating to the area sought stating fully the economic conditions upon which this application is based to include the estimated cost of new plant required to exercise this certificate, the manner of financing such cost, anticipated revenues, expenses, and rate of return. Not Applicable

15. On separate sheets designated "Exhibit B" provide detailed map(s) and legal description for each service area showing the boundaries thereof proposed to be served under this application. Indicate (on separate sheets, if necessary) general location of facilities and service areas in accord with feasibility study.

FINANCIAL STATEMENT
(UTILITY ONLY-UNCONSOLIDATED-2004)

| ASSETS | LIABILITIES |
|--|--|
| Utility Plant (See Below) \$ 2,681,239,146.. | Common Stock \$ 629,055,981.. |
| Less Deprn. & Amort. Reserves \$ 928,445,545 | Preferred Stock \$ |
| Net Utility Plant in Service. \$ 1,752,793,601 | Premiums, Assessments on |
| Invest. in Assoc. Companies.. \$ 270,189,600 | Capital Stock \$ |
| Other Invest. & Fund Accts... \$ 116,390,945 | Installments received on |
| Current & Accrued Assets: | Capital Stock \$ |
| Cash \$ 2,528,144 | Capital Surplus \$ |
| Receivables (Net) \$ 100,454,644 | Earned Surplus \$ 155,853,981 |
| Materials & Supplies \$ 13,854,761 | Disc. & Exp. on Cap. Stock-Dr. \$ - 10,676,498 |
| Other Current & Accrued | Other Equity \$ - 21,157,918 |
| Assets \$ 24,583,494 | Total Equity \$ 753,075,546.. |
| Deferred Debits: | Long-Term Debt-Bonds \$ 521,300,000 |
| Unamortized Debt Discount | -Other \$ 610,621,886 |
| and Expense \$ 53,412,730 | Current & Accrued Liabilities: |
| Preliminary Survey and | Notes Payable \$ -0- |
| Investigation Charges . . . \$ 12,084,058 | Accounts Payable \$ 74,354,258 |
| Other Deferred Debits \$ 363,584,618 | Other \$ 58,820,117 |
| | Deferred Credits: |
| | Unamortized Premium on |
| | Debt \$ 4,225,371 |
| | Other \$ 686,443,131 |
| | Operating Reserves \$ |
| | Contributions in Aid of |
| | Construction \$ 937,286 |
| | Total Liabilities and Other |
| Total All Assets \$ <u>2,709,777,595</u> | Credits \$ <u>2,709,777,595</u> |

UTILITY PLANT

| | |
|---|---|
| Utility Plant in Service | Utility Plt. Purchased or Sold. \$ |
| Intangible Plant \$ 28,901,760 | Utility Plt. in Process of |
| Production Plant \$ 863,614,884 | Reclassification \$ |
| Products Extraction Plant.. \$ | Utility Plt. Leased to Others.. \$ |
| Storage Plants \$ 18,820,261 | Property Held for Future Use. \$ |
| Transmission Plant \$ 337,651,373 | Construction (In Progress and |
| Distribution Plant \$ 1,229,814,820 | Completed Not Classified).. \$ 49,895,113 |
| General Plant \$ 125,960,862 | Utility Plant Acquisition |
| | Adjustments (Net) \$ 26,580,073 |
| | Plant Adjustments & Other . . . \$ |
| Total Utility Plant in Service. \$ <u>2,604,763,960</u> | Total Utility Plant \$ <u>2,681,239,146</u> |

WHEREFORE, The undersigned applicant requests that the Washington Utilities and Transportation Commission make its order granting to such applicant a Certificate of Public Convenience and Necessity as provided for in RCW 80.28.190.

Dated at Spokane, Washington, this 23 day of June, 2005

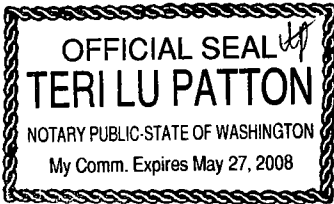
AVISTA CORPORATION

By *M. Malquist*
(Signature of applicant)
Malyn K. Malquist, Senior Vice President,
Chief Financial Officer & Treasurer

STATE OF Washington }
County of Spokane } ss.

Malyn K. Malquist, being first duly sworn, deposes and says that he is Sr. VP, CFO & Treasurer of applicant in the proceeding entitled above, that he has read the foregoing application and knows the contents thereof; that the same is true of his own knowledge except as to matters which are therein stated on information or belief, and as to those matters he believes it to be true.

Subscribed and sworn to before me this 23 day of June, 2005.



Teri Lu Patton
Teri Lu Patton
Notary Public in and for the State of Washington
Residing at Spokane
My Commission expires: May 27, 2008

NOTE: Wherever there is insufficient space provided for supplying any foregoing required information attach same on separate sheets.

Where applicant is an existing public service company and has on file with the Commission documents containing information fully responsive to any inquiry herein reference to such documents may be made.

A remittance of twenty-five dollars (\$25) is to be forwarded with an application for certification or an amendment of an existing certificate; a remittance of ten dollars (\$10) with an application for transfer.

Original and copy of this application with exhibits are to be filed.

“EXHIBIT A”

Spokane, WA. has experienced a large amount of growth into the outlying areas of Avista's service territory, due to the continued approval of large housing subdivisions in suburban/rural areas by our local County Government. This has resulted in Avista's facilities being extended right to our current existing Certificated boundary, in the Northeast area of Spokane County.

The Mead-Mt. Spokane High School area in particular, has been growing very fast and is populated with several large housing developments of substantial homes. This area is at the far reaches of not only our distribution system, but also right at our current Certificated area boundary. We have experienced low pressure and spotty outages in this area during the winter heating seasons; even during the fairly mild weather we have experienced the last couple years. Avista has determined that a new source of gas distribution is needed to reinforce this growing section of our service territory.

It is proposed to install a 6" diameter steel high-pressure natural gas distribution main approximately 24,000 ft. along Bruce Rd. in Northeast Spokane County, WA. Avista will install a district regulating station at the end of this high pressure line and extend approximately 8500 feet of 6" intermediate P.E. main to tie into our existing distribution system. This project will also provide capacity for future growth and possible extension to customers that have requested gas service, but were out of our certificated area and beyond existing system capability.

The total cost of this project is currently estimated at \$1,500,000.

It is planned to begin construction on the reinforcement project this summer 2005, with connection and service beginning in Fall 2005.

"Exhibit B"
Legal Description

Beginning at the northwest corner of Sec. 19, T. 29 N., R. 44 E., and running southerly along the west line of Secs. 19, 30, and 31, T. 29 N., R. 44 E., to the southwest corner of Sec. 31, T. 29 N., R. 44 E.; thence easterly along the south line of Sec. 31, T. 29 N., R. 44 E., to the northwest corner of Sec. 6, T. 28 N., R. 44 E.; thence southerly along the west line of Secs. 6, 7, 18, 19, 30 and 31, T. 28 N., R. 44 E., and Secs. 6, 7, 18, 19, 30 and 31, T. 27 N., R. 44 E., and Sec. 6, T. 26 N., R. 44 E., to the southwest corner of Sec. 6, T. 26 N., R. 44 E.; thence easterly along the south line of Secs. 6, 5, 4, 3, 2 and 1, T. 26 N., R. 44 E., and Secs. 6, 5, 4, 3, 2 and 1, T. 26 N., R. 45 E. and fractional Sec. 6, T. 26 N., R. 46 E., to the southeast corner of fractional Sec. 6, T. 26 N., R. 46 E., and the intersection with the common boundary line between the States of Washington and Idaho; thence northerly along the common boundary line between the States of Washington and Idaho, along fractional Sec. 6, T. 26 N., R. 46 E., and fractional Secs. 31 and 30, T. 27 N., R. 46 E., to the northeast corner of fractional Sec. 30, T. 27 N., R. 46 E.; thence westerly along the north line of fractional Sec. 30, T. 27 N., R. 46 E. and Secs. 25, 26, 27, 28, 29 and 30, T. 27 N., R. 45 E. to the northwest corner of Sec. 30, T. 27 N., R. 45 E., being a point on the east line of Sec. 24, T. 27 N., R. 44 E.; thence northerly along the east line of Secs. 24, 13, 12 and 1, T. 27 N., R. 44 E., and Secs. 36, 25, 24, 13, 12 and 1, T. 28 N., R. 44 E., and Secs. 36, 25 and 24, T. 29 N., R. 44 E., to the northeast corner of Sec. 24, T. 29 N., R. 44 E.; thence westerly along the north line of Secs. 24, 23, 22, 21, 20 and 19, T. 29 N., R. 44 E., to the Northwest corner of Section 19, T. 29 N., R. 44 E., which is the point of beginning.

STEVENS COUNTY

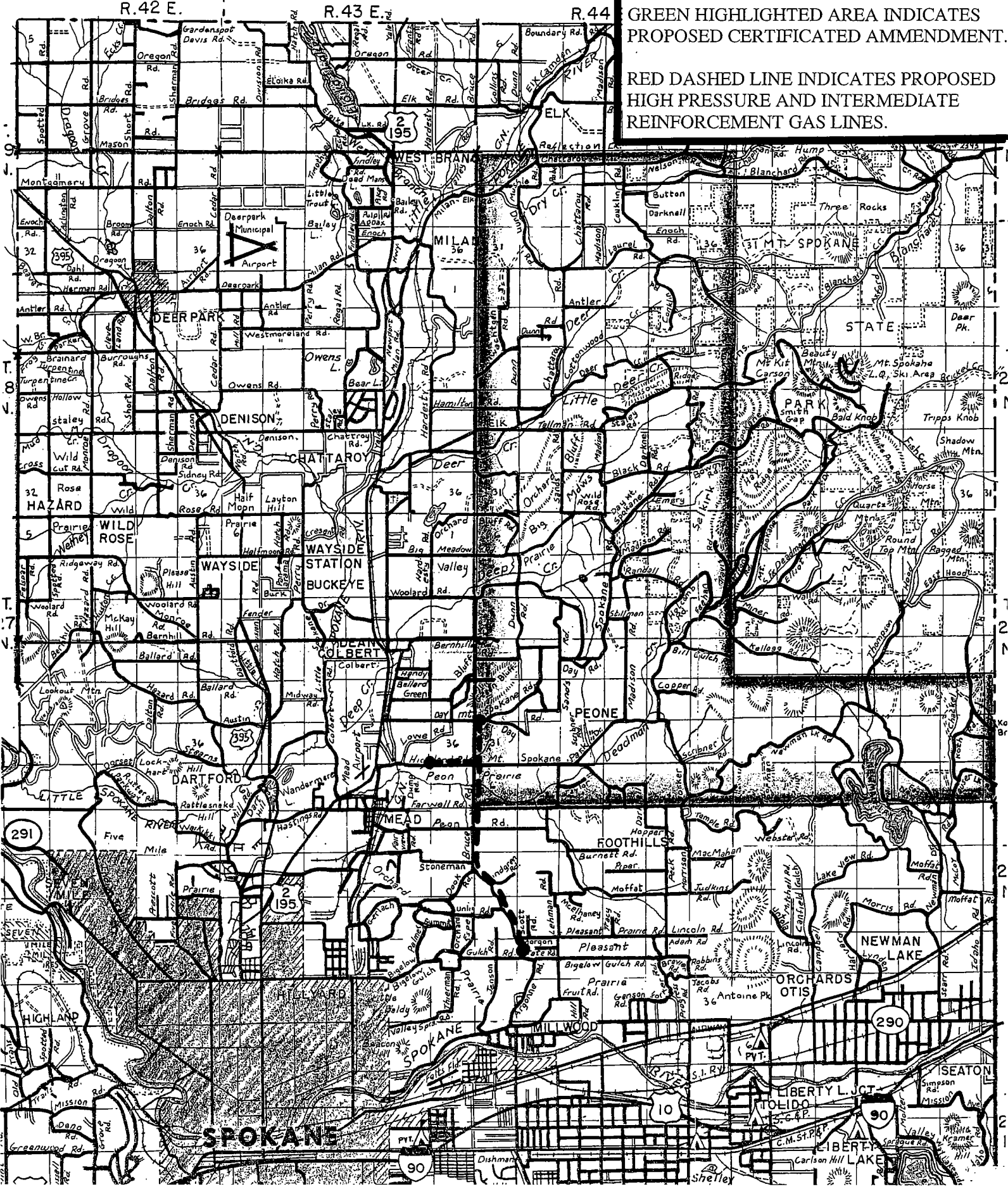
PENND OREIL

“EXHIBIT B”

YELLOW HIGHLIGHTED AREA INDICATES EXISTING CERTIFICATED BOUNDARY.

GREEN HIGHLIGHTED AREA INDICATES PROPOSED CERTIFICATED AMMENDMENT.

RED DASHED LINE INDICATES PROPOSED HIGH PRESSURE AND INTERMEDIATE REINFORCEMENT GAS LINES.



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON

In the Matter of the application of)
WASHINGTON WATER POWER COMPANY for a)
franchise to construct, operate and) F R A N C H I S E
maintain a natural gas transmission)
and distribution system in, over,) Franchise No. 88 0548
along and under County Roads, highways)
and rights-of-way in Spokane County,)
Washington)

Application of WASHINGTON WATER POWER COMPANY, doing business in Washington, at Spokane, for a franchise to construct, operate and maintain a natural gas transmission and distribution system in, over along and under County roads, highways and rights-of-way in Spokane County, Washington, as hereinafter set forth, having come on regularly for hearing before the County Commissioners of Spokane County, Washington, on the 7th day of June, 1988, under the provisions of Chapter 187, State Sessions Laws of 1937, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant the franchise herein granted;

NOW THEREFORE:

IT IS ORDERED, that a franchise be and the same is hereby given and granted to WASHINGTON WATER POWER COMPANY, doing business in the State of Washington, its successors and assigns, hereinafter referred to as the "Grantee", for a period of twenty five (25) years from and after the date of the entry of this order, to construct, operate and maintain a natural gas transmission and distribution system in, under, along and over the public County roads, highways and rights-of-way in Spokane County, Washington, as described in Exhibit A, which is attached hereto and incorporated by reference herein.

with respect to the grantee. Such preference shall continue in the event of the necessity of relocation or changing the grade of any such County road or right-of-way.

V.

All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of lines and the construction of other facilities and the opening of trenches, the tunneling under County roads, highways and rights-of-way, the grantee shall leave the trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same so that damage or injury shall not occur or arise by reason of such work.

VI.

The County in granting this franchise does not waive any right which it now has or may hereafter acquire with respect to County roads, highways and rights-of-way and this franchise shall not be construed to deprive the County of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the County roads and rights-of-way covered by this franchise.

VII.

If, at any time, the County shall cause or require the improvement of any County road, highway or right-of-way wherein grantee maintains facilities subject to this franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage or sanitary sewer facilities, the grantee upon written notice from the County Engineer shall, with all convenient speed, change the location or readjust the elevation of its system and other facilities so that the same shall not interfere with such County work and so that such lines and facilities shall conform to such new grades or routes as may be established. The relocation of grantee's facilities shall be at the sole expense of grantee where the improvements or changes to the County road, highway or right-of-way benefit the public at large. Where the benefit of such improvements solely inures to adjacent property owners or developers, as determined by the County Engineer, the costs of relocation may be charged, by grantee, to such owners or developers; accordingly, the County shall not authorize any improvement or change until the owner or developer has agreed to pay grantee for the costs of relocation. The County shall in no way be held liable for any damages to said grantee that may occur by reason of any of the County's improvements, changes or works above enumerated, except for damage caused by negligence of the County's employees or agents.

VIII.

The laying, construction, operation and maintenance of the grantee's system authorized by this franchise shall not preclude the County, its agents, or its contractors from blasting, grading, excavating, or doing other necessary roadwork contiguous to the said lines and facilities of the grantee,

providing that the grantee shall be given not less than fifteen (15) days notice of said blasting in order that the grantee may protect its lines and facilities; provided further, that in the event of an emergency as determined by the County Engineer, the grantee shall be given forty-eight (48) hours notice.

IX.

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivision, plats, roads, and all other surveys, the grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as the conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement of approved monuments shall be borne by the grantee. The grantee shall file with the County Engineer a complete set of reference notes to monuments and other marker ties which have been re-established or disturbed.

X.

If, at any time, the County shall vacate any County road or right-of-way which is subject to rights granted by this franchise, and said vacation shall be for the purpose of acquiring the fee or other property interest in said road or right-of-way for the use of the County, either in its proprietary or governmental capacity, then the Board of County Commissioners may at their option, and by giving thirty (30) days written notice to the grantee, terminate this franchise with reference to such County road or right-of-way so vacated and the County shall not be liable for any damage or loss to the grantee by reason of such termination; provided, however, that if the County can provide an alternate route across other County property, roads or rights-of-way, the County shall do so within a reasonable time prior to such termination, it being understood and agreed that the grantee shall pay all costs of changing and rerouting its system.

In other circumstances where the County vacates any County road or right-of-way which is subject to rights granted by this franchise, the County agrees, wherever possible, but without prejudice or expense to the County or to the public interest, to condition said vacation upon the grantee's ability to reasonably negotiate an acceptable easement with the prospective fee owners of the property to be vacated for the purposes of this franchise. The County shall not be responsible for costs of changing and rerouting grantee's facilities.

Whenever a County road covered by this franchise or any portion thereof is vacated, the County may include in the resolution authorizing the vacation a provision that the County retain an easement in respect to the vacated land for the construction, repair, and maintenance of the Grantee's facilities which at the time the resolution is adopted are authorized or are physically located on a portion of the land being vacated; at such time, the County may

authorize the Grantee to make continuing use of the County's easement for purposes set forth in this franchise.

XI.

Grantee agrees to defend, indemnify and hold harmless the County, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the County may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of the grantee's equipment or facilities, or appurtenances thereto, connected with this franchise, that now or may hereafter be upon, under, over, in, across or along, the highways, roads, alleys, bridges or other public ways or places of the County; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses, etc. were caused by or result from the negligence of the County.

XII.

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the County roads, highways and rights-of-way subject to this franchise and shall in no way prevent or prohibit the County from constructing, altering, maintaining or using any of said roads, rights-of-way, structures or facilities for drainage, irrigation, or sewage, or any other County property or affect its jurisdiction over them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

XIII.

All provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee, and all privileges as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever the grantee is mentioned.

XIV.

The grantee, its successors and assigns, shall not sell, transfer or assign this franchise without first securing the written permission of the Board of County Commissioners for Spokane County.

XV.

Whenever any of the County roads or rights-of-way designated in this franchise by reason of the subsequent incorporation of any city or town, or extension of the limits of any city or town, shall fall within the city or town limits, then this franchise shall terminate in respect to said roads or rights-of-way so included within said limits, six (6) months after such incorporation or extension; but this franchise shall continue in force and

effect as to all County roads or rights-of-way not so included in city or town limits.

XVI.

Any facilities and appurtenances in streets, alleys, and rights-of-way incidental to the franchise system, that have been, or are at any future time acquired, leased, or utilized in any manner by Grantee are thereupon to be deemed authorized by and shall be subject to all provisions of this Franchise.

XVII.

This franchise shall supersede and cancel any previous right or claim of grantee to occupy the County roads as herein described, with the exception of Amending Franchise No. 86-0736, which was granted on the 24th day of November, 1987, which shall remain in full force and effect.

XVIII.

For and in consideration of the rights and privileges set forth herein, the grantee agrees that Spokane County, as may be authorized by law, has the right, during the term of this franchise, by ordinance or resolution, to impose fees for the rights and privilege granted herein. Such fees shall be based upon reasonable costs for the administration of such franchise as well as reasonable costs for the use of County roads or rights-of-way. The Board of County Commissioners of Spokane County agrees to provide not less than 30 days written notice prior to the imposition of such fees in order to negotiate the actual fee to be assessed and payments scheduled.

XIX.

Grantee shall have and maintain in force public liability and property damage insurance, which insurance, however, may contain a self-insured retention in accordance with prudent risk management practices.

XX.

If the grantee shall willfully violate or fail to comply with any of the provisions of this franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the grantee under the provisions of this grant, then the said grantee shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Board of County Commissioners provided, however, that the Board of County Commissioners shall give thirty (30) days written notice of its intention to revoke or annual the franchise during which period the grantee shall have the opportunity to remedy the situation.

XXI.

The full acceptance of this franchise and all of its terms and conditions within thirty (30) days from June 7, 1988, by the WASHINGTON WATER POWER COMPANY, of Spokane, Washington, in writing, is to be filed with the Clerk of the Board of County Commissioners of Spokane County and shall be a

condition precedent to its taking effect, and unless the franchise is accepted within such time, this grant shall be null and void.

DATED at SPOKANE, WASHINGTON, this 7th day of June, 1988.

ATTEST: William E. Donahue
Clerk of the Board

By [Signature]
Deputy Clerk

[Signature]

[Signature]

[Signature]
County Engineer

[Signature]
Board of County Commissioners of
Spokane County, Washington

The grantee, WASHINGTON WATER POWER COMPANY, a corporation, hereinbefore referred to, for itself, and for its successors and assigns, does accept all of the terms and conditions of the foregoing franchise.

[Signature]
Name: ROBERT D. FUKAI

Title: Vice President - Operations

IN WITNESS WHEREOF, it has caused these presents to be signed by R. D. Fukai this 15 day of June, 1988.

Signed and sworn to before me this 15 day of June, 1988.

[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing in Spokane
My Commission Expires 5/27/92

WWP48/15

Exhibit A

Franchise No. 88-0548 covers all County roads, highways and rights of way, located within the following Townships, Ranges and Sections (see also, attached map, with dashed line representing the perimeter of the franchised area):

| TOWNSHIP | RANGE | SECTION |
|----------|-------|---------------------------------|
| 22N | 40EWM | 1 - 6 |
| 22N | 41EWM | 5, 6 |
| 22N | 43EWM | 3 - 5, 8 - 11, 14, 23, 24 |
| 22N | 44EWM | 1, 2, 11 - 14, 23 - 26 |
| 22N | 45EWM | 4 - 9, 16 - 21, 28, 29, 30 |
| 23N | 40EWM | 1 - 36 |
| 23N | 41EWM | 1 - 24, 28 - 33 |
| 23N | 42EWM | 6, 7, 18, 19 |
| 23N | 43EWM | 32 - 34 |
| 23N | 44EWM | 1 - 5, 8 - 14, 23 - 26, 35, 36 |
| 23N | 45EWM | 4 - 9, 16 - 21, 28 - 33 |
| 24N | 40EWM | 1 - 6, 11 - 14, 23 - 26, 35, 36 |
| 24N | 41EWM | 1 - 36 |
| 24N | 42EWM | 1 - 31 |
| 24N | 43EWM | 1 - 30 |
| 24N | 44EWM | 1 - 30, 32 - 36 |
| 24N | 45EWM | 1 - 30, 31 - 33 |
| 24N | 46EWM | 6, 7, 18, 19, 30 |
| 25N | 40EWM | 13 - 36 |
| 25N | 41EWM | 1 - 36 |
| 25N | 42EWM | 1 - 36 |
| 25N | 43EWM | 1 - 36 |
| 25N | 44EWM | 1 - 36 |
| 25N | 45EWM | 1 - 36 |
| 25N | 46EWM | 6, 7, 18, 19, 30, 31 |
| 26N | 41EWM | 1, 2, 7 - 36 |
| 26N | 42EWM | 1 - 36 |
| 26N | 43EWM | 1 - 36 |
| 26N | 44EWM | 2 - 36 |
| 26N | 45EWM | 2, 3, 4, 7 - 36 |
| 26N | 46EWM | 7, 18, 19, 30, 31 |
| 27N | 41EWM | 20 - 22, 27, 28, 34 - 36 |
| 27N | 42EWM | 1 - 5, 8 - 17, 20 - 29, 32 - 36 |
| 27N | 43EWM | 1 - 36 |
| 27N | 44EWM | 2 - 11, 14, 23, 26 - 35 |
| 27N | 45EWM | 26 - 28, 33 - 35 |
| 28N | 42EWM | 1 - 5, 8 - 17, 20 - 29, 32 - 36 |
| 28N | 43EWM | 1 - 36 |
| 29N | 42EWM | 1 - 5, 8 - 17, 20 - 29, 32 - 36 |
| 29N | 43EWM | 1 - 36 |
| 29N | 44EWM | 5 - 8, 17, 18 |