

**EXHIBIT NO. ____ (RJR-5)
DOCKETS UE-17 ____ /UG-17 ____
2017 PSE GENERAL RATE CASE
WITNESS: RONALD J. ROBERTS**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

Docket UE-17 ____

Docket UG-17 ____

**FOURTH EXHIBIT (NONCONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF**

RONALD J. ROBERTS

ON BEHALF OF PUGET SOUND ENERGY

JANUARY 13, 2017

6

THE MONTANA POWER COMPANY

and

PUGET SOUND POWER & LIGHT COMPANY

and

THE WASHINGTON WATER POWER COMPANY

and

PORTLAND GENERAL ELECTRIC COMPANY

and

PACIFIC POWER & LIGHT COMPANY

and

BASIN ELECTRIC POWER COOPERATIVE

COMMON FACILITIES AGREEMENT

COLSTRIP UNITS #1, #2, #3 and #4

COMMON FACILITIES AGREEMENT
COLSTRIP UNITS #1, #2, #3 AND #4

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COMMON FACILITIES AGREEMENT

This Agreement is made as of the 6th day of May, 1981, by and between the following parties: THE MONTANA POWER COMPANY, a Montana corporation ("Montana"), PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation and PUGET COLSTRIP CONSTRUCTION COMPANY, a Washington Corporation (collectively, "Puget"), THE WASHINGTON WATER POWER COMPANY, a Washington corporation ("Water Power"), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("Portland"), PACIFIC POWER & LIGHT COMPANY, a Maine corporation ("Pacific"), and BASIN ELECTRIC POWER COOPERATIVE, a North Dakota cooperative corporation ("Basin Electric").

1. DEFINITIONS.

(a) The "#1 & #2 Owners Agreement" means the Construction and Ownership Agreement for Colstrip Units #1 and #2 entered into July 30, 1971.

(b) The "#3 & #4 Owners Agreement" means the Ownership and Operation Agreement for Colstrip Units #3 and #4 entered into May 6, 1981.

(c) "Committees" means the Owner's Committee provided for in the #1 & #2 Owners Agreement and the Committee provided for in the #3 & #4 Owners Agreement.

(d) "Common Facilities" means all personal property listed on Exhibit A hereto and all real property described in Exhibit B hereto, either as modified, added to, or deleted from, from time to time in the manner provided in Section 4.

(e) "Common Facilities Operator" means the Operator appointed under Section 6(a) hereof.

(f) "Owners" means Montana, Puget, Water Power, Portland, Pacific, and Basin Electric, and their successors and assigns.

(g) "Prudent Utility Practice" at any particular time means either any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice shall apply not only to functional parts of the Common Facilities, but also to appropriate structures, landscaping, painting, signs, lighting, other facilities and public relations programs, including recreational facilities, and any other programs or facilities, reasonably designed to promote public enjoyment, understanding and acceptance of the Projects. Prudent Utility Practice is not intended to be limited to the

optimum practice, method or act, to the exclusion of all other but rather to be a spectrum of possible practices, methods and acts. Prudent Utility Practice shall also include those practices, methods and acts that are required by applicable laws, final orders or regulations of regulatory agencies having jurisdiction.

2. TERM.

This agreement shall be effective and binding when executed by Montana, Puget, Water Power, Portland and Pacific and shall be effective and binding as to Basin Electric only when executed by Basin Electric. This agreement shall continue until the final end of (a) the term of the #1 & #2 Owners Agreement or (b) the term of the #3 & #4 Owners Agreement; provided, however, that Section 10 hereof shall survive until the end of the term of both the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement.

3. ALLOCATION OF COMMON FACILITIES.

Exhibit A to this agreement allocates the Common Facilities between Colstrip Units #1 and #2 and Colstrip Units #3 and #4. That portion of the Common Facilities allocated to Colstrip Units #1 and #2, is part of the Project, as that term is defined in the #1 & #2 Owners Agreement. That portion of the Common Facilities allocated to Colstrip Units #3 and #4 is part of the Project, as that term is defined in the #3 & #4 Owners Agreement.

4. ADDITION OR DELETION OF COMMON FACILITIES.

Common Facilities may be modified, added to, or deleted from this agreement only with the approval of both Committees provided, however, that no such action by the Committees shall be effective to divest any Owner of any interest in the Common Facilities or reduce such interest without the written consent of the Owner or Owners so affected.

5. COST ALLOCATIONS.

The costs of construction, operation and maintenance of Common Facilities shall be allocated between the Colstrip Units #1 and #2 and Colstrip Units #3 and #4 in the portion provided in Exhibit A to this agreement, as modified from time to time. The Committee may at any time propose to the Committees a revised method of allocating costs which it believes is more equitable than the initial allocation herein provided. Each Committee shall use every effort in good faith to agree on such revised method of allocating costs and shall proceed under Section 10 if such effort does not result in agreement.

6. OPERATION OF COMMON FACILITIES.

(a) The Owners hereby appoint Montana, and Montana hereby accepts appointment, as the Common Facilities Operator. The Common Facilities Operator, as agent for and on behalf of the Owners, shall construct, operate and maintain the Common Facilities, hire all necessary personnel, and pay all construction, operation and maintenance expenses (including, but not limited to, labor payroll, materials and supplies), all in accordance with the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement, guidelines established from time to time by the Committees, and any applicable laws, regulations, orders, permits and licenses, now or hereafter in effect, of any governmental authority.

(b) The Common Facilities Operator shall not assign, transfer or delegate, voluntarily or by operation of law, its responsibilities to any person without the written consent of the Committees. If the Common Facilities Operator is replaced as operator under the #3 & #4 Owners Agreement, it shall be removed as Common Facilities Operator hereunder and in such event the replacement operator under the #3 and #4 Owners Agreement shall be deemed to be the Common Facilities Operator under this Agreement, provided that no such replacement of Common Facilities Operator shall become effective earlier than the effective date of its substitution or replacement as operator under the #3 and #4 Owners Agreement unless:

- (i) the existing Common Facilities Operator consents thereto; or
- (ii) an arbitrator shall find that the Common Facilities Operator is in material breach of its obligations as Common Facilities Operator.

The Common Facilities Operator removed shall be entitled to recover from the Owners an equitable amount to cover the cost impacts of such removal.

7. BUDGET

(a) On or before September 1 of each year, the Common Facilities Operator shall submit to the Committees a budget of its estimate of costs of construction, operation and maintenance of the Common Facilities by calendar months for the operating year beginning January 1, next following. Such budget shall be subject to approval by the Committees which approval shall not unreasonably be withheld. The Committees shall approve such budget or a revised budget on or before November 1 in any such year. The budget will list the work force and expense therefor, materials, supplies, and other expenses associated with the normal maintenance program. Extraordinary items of maintenance

will be detailed to set forth the cost of labor required beyond that available from the regular force and other expense which will be incurred. The Common Facilities Operator will submit budget revisions as may become necessary from time to time during any operating year which the Committees shall promptly consider and which shall similarly be subject to approval by the Committees. The budget will guide expenditures for construction, operation and maintenance purposes through the ensuing year, except as may be required in an emergency.

(b) In the event of emergency or instances of unforeseen maintenance restricting use of the Common Facilities below that required by the Owners when repairs could be effected more rapidly by expenditure of overtime and other expediting costs, the Owners will be individually notified. Unless authorized by the Committees, the Owners desiring accelerated repairs will share pro rata, according to their respective ownerships, as determined from Exhibit A to this Agreement and the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement, the expediting costs expended to return the Common Facilities to the required operating level at an earlier date.

(c) The Owners recognize that it will be necessary for continued operation of the Common Facilities, or to maintain them in operable condition, that the Common Facilities Operator be in a position to meet commitments for labor, repairs and replacements, materials and supplies, services and other expenses of a continuing nature in order that it may fulfill its obligations to the Owners as Common Facilities Operator under this Agreement. Accordingly, notwithstanding any of the provisions of this Section 7, the Common Facilities Operator, on behalf of the Owners, may make all expenditures in the normal course of business or in an emergency, all as the same are necessary for the proper and safe operation and maintenance of the Common Facilities. As soon as practicable after the making of any such expenditures, the Common Facilities Operator shall make a full report thereof to the Committees. The Common Facilities Operator shall take any action required by a final and binding order of any public authority having jurisdiction or in any emergency for the safety of the Common Facilities.

8. PROVISIONS FOR ADDITIONAL FACILITIES.

(a) Each Owner shall have the right at its expense to install and operate on the Common Facilities land, facilities for its own system; provided, however, that the facilities of any Owner shall be so installed and operated as not to burden or unreasonably interfere with the ultimate full utilization of the land for Colstrip Units #1, #2, #3 and #4, or with the facilities of the other Owners or with the construction of additional generating units. In the event that an Owner proposes to install or operate facilities which would require the relocation of previously installed facilities of another Owner, or of the Common Facilities, but would otherwise meet the requirements of

the preceding sentence, the Owner desiring to install or operate such facilities shall have the right to call for such relocation if it bears all direct and indirect costs of such relocation.

(b) Each Owner releases all other Owners and their agents and employees from claims to profits, charges, rents, or benefits that may arise from use by any Owner of Common Facilities land pursuant to Section 8(a).

9. ARBITRATION.

(a) Any controversies arising out of or relating to this Agreement, except those arising out of or relating to Sections 3 and 4 hereof, which cannot be resolved through negotiations between the Committees within thirty (30) days after inception of the matter in dispute shall, upon demand of either Committee, be submitted to an Arbitrator having demonstrated expertise in the matter submitted. If the Committees cannot mutually agree upon such Arbitrator, then upon petition of any Committee, such Arbitrator shall be appointed by the Superior Court of the State of Washington, in and for the County of Spokane. The arbitration shall be conducted in Spokane, Washington, pursuant to the Washington Arbitration Act, RCW Chapter 7.04 as the same may be amended from time to time. The Arbitrator shall render his decision in writing not later than thirty (30) days after the matter has been submitted to him, and such decision shall be conclusive and binding upon the Owners. The costs incurred by any arbitration proceedings shall be charged to costs of construction or cost of operation, whichever may be appropriate, all in accordance with the #1 & #2 Owners Agreement and the #3 & #4 Owners Agreement, provided that each Committee shall pay its own attorney's fees and costs of witnesses.

(b) An Owner who disagrees with the Committees' resolution of any controversy arising out of Section 5 hereof within thirty (30) days after such Committee resolution of the matter in dispute may submit such matter to an Arbitrator pursuant to Section 9(a). All references to the "Committee" in Section 9(a) shall be changed to "Owner" for purposes of application to this subsection.

10. WAIVER OF RIGHT TO PARTITION

So long as the Common Facilities or any part thereof as originally constructed, reconstructed or added to are used or useful for the generation of electric power and energy, or to the end of the period permitted by applicable law, whichever first occurs, the Owners waive their right to partition of the Common Facilities whether by partition in kind or sale and division of the proceeds thereof, and agree that they will not resort to any action at law or in equity to partition and further waive the benefit of all laws that may now or hereafter authorize such partition of the properties comprising the Common Facilities. It is agreed this covenant shall be deemed to run with the land.

All instruments of conveyance which effect, evidence or vest each Owner's respective ownership interest in the Common Facilities shall contain this waiver of right to partition.

11. CONVEYANCE OF COMMON FACILITIES.

Each Owner shall promptly take all action (including, but not limited to, obtaining all requisite authorizations) necessary for participation by such Owner in the ownership, construction, operation and maintenance of the Common Facilities. Each Owner shall promptly take such action (including, but not limited to, the execution, acknowledgment, delivery and recordation of instruments of conveyance) as may reasonably be requested by any other Owner to effect, evidence or vest each Owner's respective interests in the Common Facilities; provided, however, that Montana and Puget shall not be obligated to convey an interest in the Common Facilities prior to January 1, 1984.

12. MUTUAL SUPPORT.

(a) Montana and Puget now own and may hereafter acquire certain land near Colstrip, Montana, within the boundaries shown on Exhibit C to this Agreement, for use in connection with Colstrip Units #1 and #2 (the "1 & 2 Lands"). Montana and Puget shall grant to the Owners such easements, licenses and other rights in the 1 & 2 Lands as may be reasonably necessary for the effective and efficient construction, operation and maintenance of Colstrip Units #3 and #4 and related improvements (including, but not limited to, substations, transmission lines, ponds and utilities, but excluding residential housing); provided that such rights and the exercise thereof shall not materially interfere with the construction, operation and maintenance of Colstrip Units #1 and #2 and related improvements (including, but not limited to, substations, transmission lines, ponds, utilities and existing residential housing). Any such grant may be for such compensation (not in excess of Montana's and Puget's costs which are equitably allocable to the rights granted) and subject to such reservations, restrictions, conditions and other provisions as may reasonably be required by Montana and Puget.

(b) The Owners now own and may hereafter acquire certain land near Colstrip, Montana, within the boundaries shown on Exhibit C to this Agreement, for use in connection with Colstrip Units #3 and #4 (the "3 & 4 Lands"). The Owners shall grant to Puget and Montana such easements, licenses and other rights in the 3 & 4 Lands as may be reasonably necessary for the effective and efficient construction, operation and maintenance of Colstrip Units #1 and #2 and related improvements (including, but not limited to, substations, transmission lines, ponds and utilities, but excluding residential housing); provided that such rights and the exercise thereof shall not materially interfere with the construction, operation and maintenance of Colstrip Units #3 and #4 and related improvements (including, but not limited to,

substations, transmission lines, ponds, utilities and existing residential housing). Any such grant may be for such compensation (not in excess of the Owners' costs which are equitably allocable to the rights granted) and subject to such reservations, restrictions, conditions and other provisions as may reasonably be required by the Owners.

13. MISCELLANEOUS.

(a) The headings of the clauses of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

(b) The singular of any term in this Agreement shall encompass the plural and the plural the singular, unless the context otherwise indicates.

(c) This Agreement shall be construed in accordance with the laws of the State of Montana, except that Section 9 shall be construed in accordance with the laws of the State of Washington.

(d) This Agreement shall not be amended except by written instrument executed, acknowledged and delivered by all of the Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE MONTANA POWER COMPANY

By Meloyne M. Lyon
Its Executive Vice President for
Administration

Attest:

[Signature]
ASSISTANT Secretary

PUGET SOUND POWER & LIGHT COMPANY

By _____
Its _____

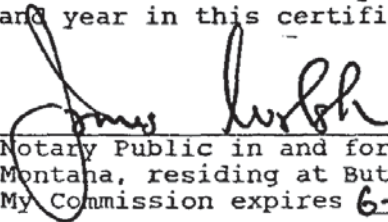
Attest:

Secretary

STATE OF MONTANA)
) ss.
COUNTY OF SILVER BOW)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Melvyn M. Ryan, known to me to be the Executive Vice President of THE MONTANA POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.


Notary Public in and for the State of
Montana, residing at Butte
My Commission expires 6-26-82

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the _____ of PUGET SOUND POWER & LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of
Washington, residing at _____
My Commission expires _____

substations, transmission lines, ponds, utilities and existing residential housing). Any such grant may be for such compensation (not in excess of the Owners' costs which are equitably allocable to the rights granted) and subject to such reservations restrictions, conditions and other provisions as may reasonably be required by the Owners.

13. MISCELLANEOUS.

(a) The headings of the clauses of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

(b) The singular of any term in this Agreement shall encompass the plural and the plural the singular, unless the context otherwise indicates.

(c) This Agreement shall be construed in accordance with the laws of the State of Montana, except that Section 9 shall be construed in accordance with the laws of the State of Washington.

(d) This Agreement shall not be amended except by written instrument executed, acknowledged and delivered by all of the Owners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts.

THE MONTANA POWER COMPANY

By _____
Its _____

Attest:

Secretary

PUGET SOUND POWER & LIGHT COMPANY

By H. H. Knight
Its SR VICE PRESIDENT

Attest:

W. Watson
Secretary

STATE OF MONTANA)
)
) ss.
COUNTY OF SILVER BOW)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of THE MONTANA POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of
Montana, residing at Butte
My Commission expires _____

STATE OF WASHINGTON)
)
) ss.
COUNTY OF KING)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared D. H. Knight, known to me to be the SR VICE PRESIDENT of PUGET SOUND POWER & LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Jeanette Bergdale
Notary Public in and for the State of
Washington, residing at Seattle
My Commission expires August 1, 1981

PUGET COLSTRIP CONSTRUCTION COMPANY

By D. H. Knight
Its SR VICE PRESIDENT

Attest:

W. B. Tolson
Secretary

THE WASHINGTON WATER POWER COMPANY

By _____

Attest:

Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By _____

Attest:

Secretary

PACIFIC POWER & LIGHT COMPANY

By _____

Attest:

Secretary

BASIN ELECTRIC POWER COOPERATIVE

By _____

Attest:

Secretary

STATE OF WASHINGTON)
)
) SS.
COUNTY OF KING)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared A. H. Knight, known to me to be the SR VICE PRESIDENT of PUGET COLSTRIP CONSTRUCTION COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Jeanette Kaydale
Notary Public in and for the State of
Washington, residing at Seattle
My Commission expires August 1, 1981

STATE OF WASHINGTON)
)
) SS.
COUNTY OF)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the _____ of THE WASHINGTON WATER POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of
Washington, residing at _____
My Commission expires _____

PUGET COLSTRIP CONSTRUCTION COMPANY

By _____
Its _____

Attest:

Secretary

THE WASHINGTON WATER POWER COMPANY

By *W. Harding* *also*
Vice President

Attest:

[Signature]
~~Asst~~ Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By _____

Attest:

Secretary

PACIFIC POWER & LIGHT COMPANY

By _____

Attest:

Secretary

BASIN ELECTRIC POWER COOPERATIVE

By _____

Attest:

Secretary

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, known to me to be the _____ of PUGET COLSTRIP CONSTRUCTION COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of
Washington, residing at _____
My Commission expires _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared H. W. Harding, known to me to be the Vice President of THE WASHINGTON WATER POWER COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

David L. Lowrie
Notary Public in and for the State of
Washington, residing at Spokane
My Commission expires October 17, 1982

PUGET COLSTRIP CONSTRUCTION COMPANY

By _____
Its _____

Attest:

Secretary

THE WASHINGTON WATER POWER COMPANY

By _____

Attest:

Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By Glen E. Bredemier
VICE PRESIDENT

Attest:

Norma Hartung
Secretary

PACIFIC POWER & LIGHT COMPANY

By _____

Attest:

Secretary

BASIN ELECTRIC POWER COOPERATIVE

By _____

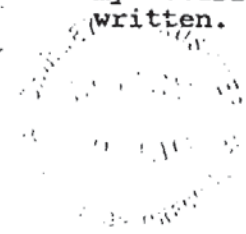
Attest:

Secretary

STATE OF OREGON)
)
) ss.
)
 COUNTY OF Multnomah)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared Glen E. Bredemeier, known to me to be the Vice President of PORTLAND GENERAL ELECTRIC COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Shelley A. Kuehn
Notary Public in and for the State of Oregon, residing at Portland, Oregon
My Commission expires 9/27/84

STATE OF OREGON)
)
) ss.
)
 COUNTY OF)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared _____, known to me to be the _____ of PACIFIC POWER AND LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of Oregon, residing at _____
My Commission expires _____

PUGET COLSTRIP CONSTRUCTION COMPANY

By _____
Its _____

Attest:

Secretary

THE WASHINGTON WATER POWER COMPANY

By _____

Attest:

Secretary

PORTLAND GENERAL ELECTRIC COMPANY

By _____


Attest:

Secretary

PACIFIC POWER & LIGHT COMPANY

By R. B. Fickelton
Vice President

Attest:


Sally A. Nofziger
Asst. Secretary

BASIN ELECTRIC POWER COOPERATIVE

By _____

Attest:

Secretary

STATE OF OREGON)
)
) SS.
)
COUNTY OF)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared _____, known to me to be the _____ of PORTLAND GENERAL ELECTRIC COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public in and for the State of _____
Oregon, residing at _____
My Commission expires _____

STATE OF OREGON)
)
) SS.
)
COUNTY OF Multnomah)

On this 6th day of May, 1981, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared R. B. Lisbakken, known to me to be the Vice President PACIFIC POWER & LIGHT COMPANY and acknowledged to me that he executed the within instrument on behalf of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Hilda V. Hamberch
Notary Public in and for the State of
Oregon, residing at Portland, Oregon
My Commission expires September 28, 1982

COMMON FACILITIES

<u>Facility Description</u>	<u>Portion of Cost Allocated to Units #1 & #2</u>	<u>Portion of Cost Allocated to Units #3 & #4</u>
A. <u>Miscellaneous Facilities</u>		
Sewer System	.3186	.6814
Fire Protection Connections	.95	.05
Garage/Warehouse	.3186	.6814
Meteorological Structure	.3186	.6814
Air Quality Monitoring Programs (Excluding Indian Reservation Monitoring)	.3186	.6814
Coal Handling Crew Facilities	.3186	.6814
Marine Equipment	.3186	.6814
Diesel Fuel Storage	.3186	.6814
Gasoline Storage	.3186	.6814
115 kV Start-up Transmission Line	.3186	.6814
B. <u>Drainage and Runoff Retention</u>		
Secondary Sediments Retention	.3186	.6814
C. <u>Intake Water System</u>		
Intake Canal & Structure	.3186	.6814
Pumps (Excluding Labor)	.6372	.3628
Other Mechanical (Excluding Pumps but Including Labor) & Electrical Equipment	.4779	.5221
D. <u>Coal Handling Facilities</u>		
Concrete Tunnel	.500	.500
Receiving Hoppers	.500	.500
Conveyor No. 6	.714	.286
E. <u>Surge Pond</u>		
Entire Pond & Structure	.3186	.6814
Mechanical & Electrical Equipment	.6372	.3628
Cutoff Wall No. 1	.3186	.6814
Cutoff Wall No. 2	.3186	.6814
F. <u>All Land Described in Exhibit B Hereto</u>	.3186	.6814

COMMON FACILITY LANDS
(All as Described on the Attached Maps)

1. Parcel A (Administrative & Runoff Control)
T2N, R41E, P.M.M.: Portion of the S $\frac{1}{2}$ and NE $\frac{1}{4}$, Sec. 34,
Lying southerly of the B.N. Railroad Cow Creek
Spur and easterly of the mainline right-of-way.
Containing approximately 45 acres.
2. Parcel B (Construction Facilities Area)
T2N, R41E, P.M.M.: Portion of the E $\frac{1}{2}$ E $\frac{1}{2}$, Sec. 34
W $\frac{1}{2}$ W $\frac{1}{2}$, Sec. 35
Lying easterly of the Project 3 & 4 Generation
Units and westerly of the Western Energy Coal
Handling Facility.
Containing approximately 19 acres.
3. Parcel C (Warehouse Area)
T2N, R41E, P.M.M.: Portion of the SE $\frac{1}{4}$, Sec. 27
NE $\frac{1}{4}$, Sec. 34.
Lying southerly of the Colstrip Switchyard and
westerly of the Project 3 & 4 Cooling Tower
parcel.
Containing approximately 39 acres.
4. Parcel D (Environmental Facilities Area)
T2N, R41E, P.M.M.: Portion of the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ and the
E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 34
Containing approximately 10 acres.
5. Parcel E (Bachelor Camp Area)
T2N, R41E, P.M.M.: Portion of the SE $\frac{1}{4}$, Sec. 27
Being a portion of the Colstrip Switchyard
property and also lying northerly of the North
line of said Switchyard property.
Containing approximately 47 acres.
6. Parcel F (Surge Pond)
T2N, R41E, P.M.M.: Portion of Sec. 28
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 33
Containing approximately 355 acres

7. Parcel G (Construction Laydown Area)

T1N,R41E, P.M.M.: Portion of the N $\frac{1}{2}$, Sec. 3

Lying easterly of State Highway 315
Containing approximately 77 acres

8. Parcel H (Bottom Ash Disposal Area)

T1N,R41E, P.M.M.: Portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 2
T2N,R41E, P.M.M.: Portion of the S $\frac{1}{2}$ of Sec. 35

Containing approximately 125 acres

9. Parcel J (Nichols Intake Pumping Site)

T6N,R39E, P.M.M.: Portion of NW $\frac{1}{4}$, Sec. 24
Certificate of Survey 6100 and a
Portion of SW $\frac{1}{4}$, Sec. 13

Containing in all 36.67 Acres.

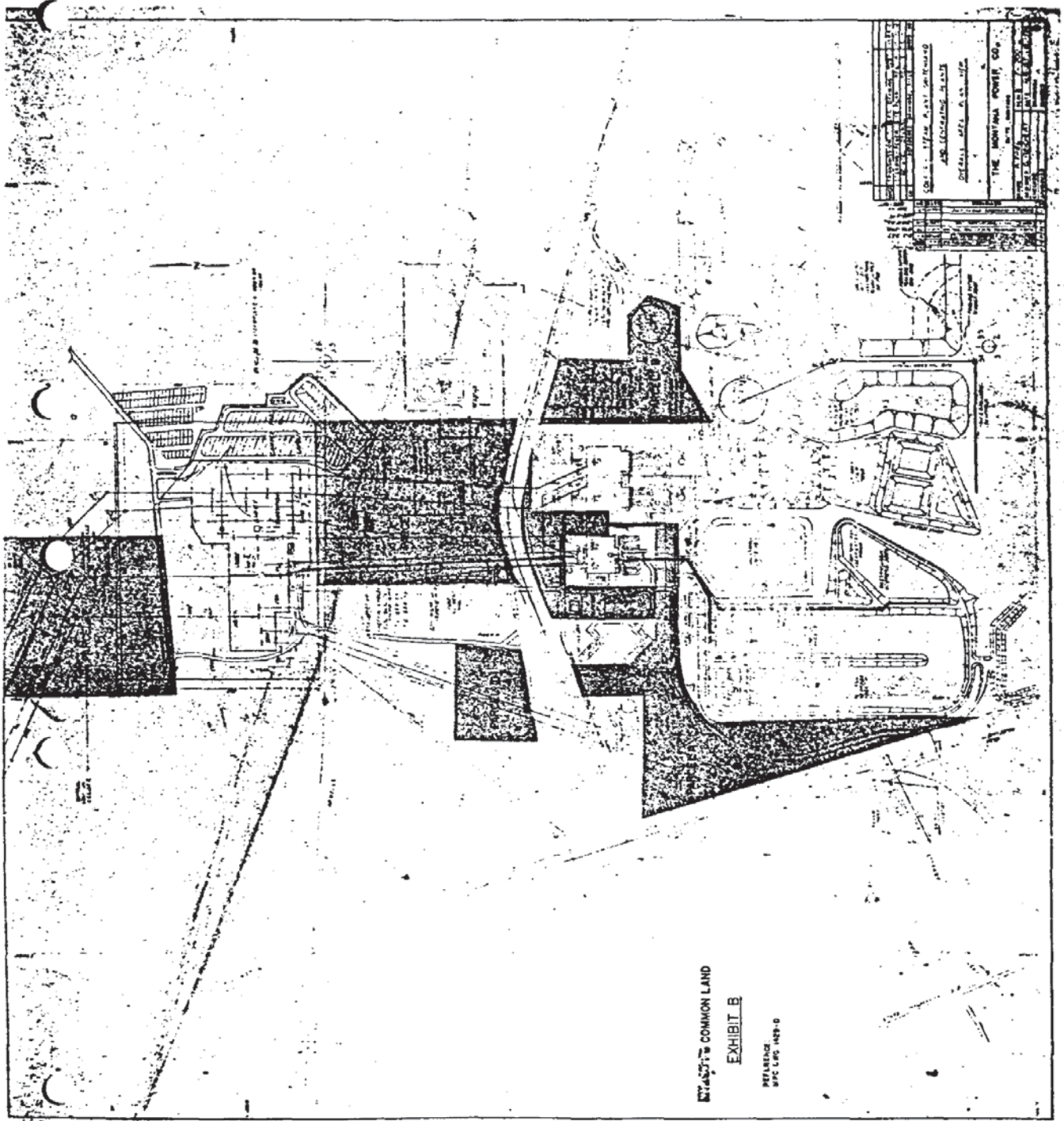
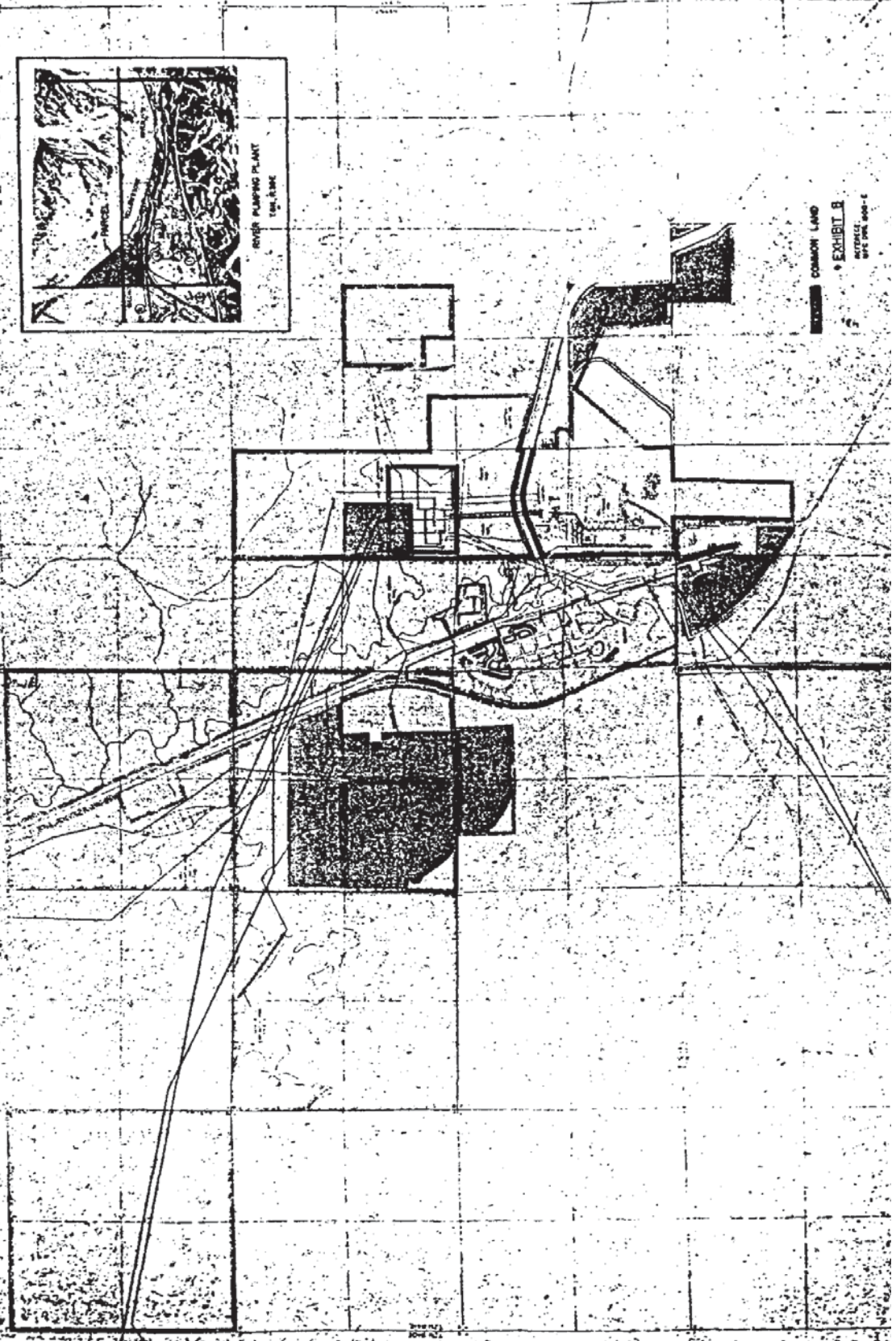
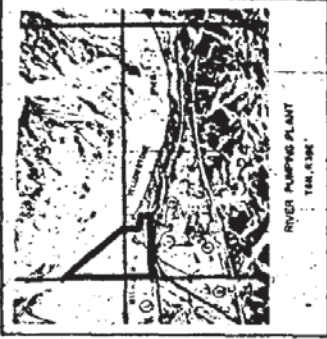
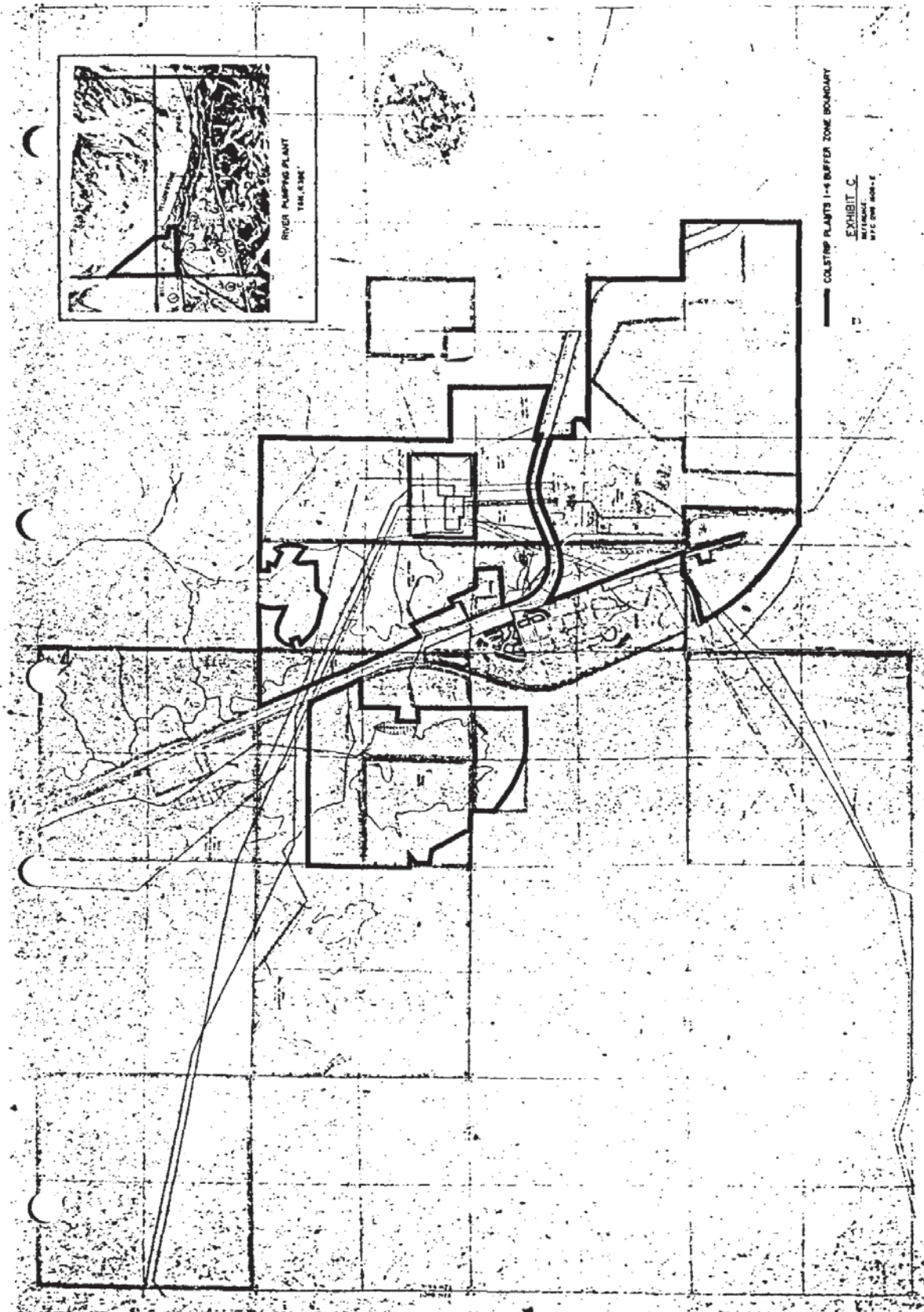


EXHIBIT B
 REFERENCE
 MFC LRS 1429-D



COMMON LAND
EXHIBIT B
SURFACE
AND SUB-SURFACE





RYER PUMPING PLANT
100, 000'

COLTRIP PLANTS 1-4 BUFFER ZONE BOUNDARY

EXHIBIT C
MAY 1988
BY C. D. 800-5

**AMENDMENT NO. 1 TO THE
COMMON FACILITIES AGREEMENT**

This Amendment No. 1, dated as of January 21, 1992, is made to that certain Common Facilities Agreement entered into as of May 6, 1981, by THE MONTANA POWER COMPANY, PUGET SOUND POWER AND LIGHT COMPANY, PUGET COLSTRIP CONSTRUCTION COMPANY, THE WASHINGTON WATER POWER COMPANY, PORTLAND GENERAL ELECTRIC COMPANY, and PACIFIC POWER AND LIGHT COMPANY.

1. All terms defined in the Common Facilities Agreement shall have the same meanings when used in this Amendment No. 1.
2. The Common Facilities Agreement is hereby amended, effective as of May 6, 1981, as follows:
 - a) The first paragraph of Page 1 of the Common Facilities Agreement is deleted and the following paragraph is inserted in lieu thereof:

"This Agreement is made as of the 6th day of May, 1981, by and between the following parties: THE MONTANA POWER COMPANY, a Montana corporation ("Montana"); PUGET SOUND POWER AND LIGHT COMPANY, a Washington corporation ("Puget"); THE WASHINGTON WATER POWER COMPANY, a Washington corporation ("Water Power"); PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("Portland"); and PACIFIC POWER AND LIGHT COMPANY, now PACIFICORP, an Oregon corporation ("Pacific");"

- b) Subsection 1(f) is deleted and the following Subsection is inserted in lieu thereof:

"(f)" "Owners" means Montana, Puget, Water Power, Portland, and Pacific, and shall include their successors and assigns of an ownership interest in the Project or any part thereof."

- c) Section 2 is deleted and the following Section is inserted in lieu thereof:

"2. TERM

This agreement shall be effective and binding when executed by Montana, Puget, Water Power, Portland and Pacific. This agreement shall continue until the end of (a) the term of the #1 and #2 Owners Agreement or (b) the term of the #3 and #4 Owners Agreement; whichever occurs first, provided, however, that Section 10 hereof shall survive until the end of the term of

both the #1 and #2 Owners Agreement and the #3 and #4 Owners Agreement."

- d) Section 5 is deleted and the following section is inserted in lieu thereof:

"5. COST ALLOCATION

The costs of construction, operation and maintenance of the Common Facilities shall be allocated between the Colstrip Units #1 and #2 and Colstrip Units #3 and #4 in the portion provided in Exhibit A to this amendment, as modified from time to time.

The costs of construction of these agreed Common Facilities were negotiated and settled between Colstrip Units #1 and #2 and Colstrip Units #3 and #4 and resulted in a payment of \$5,340,213 which includes carrying charges to May 1, 1989, to the Colstrip #1 and #2 Owners by Portland, Water Power, and Pacific. This settlement also recognizes Puget's and Montana's share of Units #3 and #4.

A Committee may at any time propose to the Committees a revised method of allocating operation and maintenance costs which it believes is more equitable than the initial allocation herein provided. Each Committee shall use every effort in good faith to negotiate such revised method of allocating operation and maintenance costs and shall proceed under Section 9 if such effort does not result in agreement."

- e) To Section 13, add the following:

"(e) Exhibit A, attached to this Amendment No. 1, is substituted for Exhibit A referenced in Section 3, Section 5 and Section 7(b).

3. The Common Facilities Agreement, as amended by this Amendment No. 1, remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 in several counterparts.

THE MONTANA POWER COMPANY

By J. A. Van Hoy

Its _____

ATTEST:

Russell W. Wenzel
Asst. Secretary

PUGET SOUND POWER AND LIGHT
COMPANY

By J. B. Bailey

Its President

ATTEST:

W. S. Johnson
Asst. Secretary

THE WASHINGTON WATER
POWER COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

PORTLAND GENERAL ELECTRIC
COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

PACIFICORP, doing business as
PACIFIC POWER AND LIGHT
COMPANY

By _____

Its _____

ATTEST:

Corporate Secretary

PUGET SOUND POWER AND LIGHT
COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

THE WASHINGTON WATER
POWER COMPANY

By W. J. P.

Its VICE PRESIDENT POWER SUPPLY

ATTEST:

Asst. Secretary

PORTLAND GENERAL ELECTRIC
COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

PACIFICORP, doing business as
PACIFIC POWER AND LIGHT
COMPANY

By _____

Its _____

ATTEST:

Corporate Secretary

PUGET SOUND POWER AND LIGHT
COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

THE WASHINGTON WATER
POWER COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

PORTLAND GENERAL ELECTRIC
COMPANY

By Peggy Y Fowler

Its Vice President of Power Products

ATTEST:

[Signature]
Asst. Secretary

PACIFICORP, doing business as
PACIFIC POWER AND LIGHT
COMPANY

By _____

Its _____

ATTEST:

Corporate Secretary

PUGET SOUND POWER AND LIGHT
COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

THE WASHINGTON WATER
POWER COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

PORTLAND GENERAL ELECTRIC
COMPANY

By _____

Its _____

ATTEST:

Asst. Secretary

PACIFICORP, doing business as
PACIFIC POWER AND LIGHT
COMPANY

By William T. Brown

Its VICE PRESIDENT

ATTEST:

Sally A. Nofziger
Corporate Secretary

EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

FACILITY DESCRIPTION	Cost Allocations Per Article 5							
	Facility Originally Funded		Facility Ownership Allocation (Per Article 3)		Original Costs To Be Reallocated As Per Columns To Left) By Payment To Project:		Future Costs Of Replacement, Ownership, & O&M To Shared On Following Fractional Basis By Project:	
	By Product:	To Project:	To Project:	To Project:	To Project:	To Project:	To Project:	To Project:
	1&2	3&4	1&2	3&4	1&2	3&4	1&2	3&4
1. Sewer System	x	---	.3186	.6814	x	---	.3868	.6132
2. Fire Protection System Installed by Units #1 & #2 (Allowance for #3 & #4 Connection)	x	---	.9500	.0500	x	---	.3186	.6814
							Common Areas and Fire Pumps Shared No Sharing For Other Areas	
3. Fire Pump & Fire Protection System Installed by Units #3 & #4	---	x	---	1.0000	---	---	.3186	.6814
							Common Areas And Fire Pumps Shared No Sharing For Other Areas	
4. Garage & Warehouse (Units #1 & #2)	x	---	.5000	.5000	x	---	.4208	.5792
5. Meteorological Structures	x	---	.5000	.5000	x	---	.5000	.5000
6. Air Quality Monitoring Structures (Excluding Indian Reservation)	x	---	.5000	.5000	x	---	.5000	.5000
7. Coal Handling Crew Facilities (Units #1 & #2)	x	---	.5000	.5000	x	---	.3243	.6757
8. Portable Dredge	x	---	.5000	.5000	x	---	.5000	.5000
9. Diesel Fuel Storage	x	x	.5000	.5000	---	---	.4208	.5792
10. Gasoline Storage	x	---	.5000	.5000	x	---	.4208	.5792
11. Waste Oil Storage	---	x	.5000	.5000	---	x	.4208	.5792
12. 115 kV Start-up Transmission Line (Switchyard to Common Connection)	x	---	.5000	.5000	x	---	.4208	.5792
13. Truck Scale	x	---	.5000	.5000	x	---	.5000	.5000

EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

FACILITY DESCRIPTION	Cost Allocations Per Article 5							
	Facility Originally Funded		Facility Ownership Allocation (Per Article 3)		Original Costs To Be Reallocated As Per Columns To Left) By Payment To Project:		Future Costs Of Replacement, Ownership, & O&M To Shared On Following Fractional Basis By Project:	
	1&2	3&4	1&2	3&4	1&2	3&4	1&2	3&4
14. Fly Ash Pond Pump House (Excluding Process Equipment)	x	---	.6000	.4000	x	---	1.0000	.0000
15. Drainage and Runoff Retention	x	---	.3200	.6800	x	---	.3200	.6800
16. River Pumping Station & Facility (Including):								
a. Intake Canal & Structure	x	---	.3186	.6814	x	---	.3186	.6814
b. Pumps (Excluding Labor) Furnished by Units #1 & #2	x	---	.6593	.3407	x	---	.3186	.6814
c. Other Mechanical (Excluding Pumps but Including Labor & Electrical Equipment Furnished by Units #1 & #2	x	---	.5000	.5000	x	---	.3186	.6814
d. Cyclone & Auxil. Pump at River	---	x	.3816	.6814	---	x	.3816	.6814
e. River Pumps, Other Mechanical & Elec. Equip. Furnished by Units #3 & #4	---	x	.0000	1.0000	---	---	.3816	.6814
17. Coal Handling Fac. Including:								
a. Concrete Tunnel	x	---	.5000	.5000	x	---	()	()
b. Receiving Hoppers	x	---	.5000	.5000	x	---	(1.0000)	()
c. Conveyor #6	x	---	.5000	.5000	x	---	(of)	(Billed)
d. Sampler	x	---	.7140	.2860	x	---	(normal)	(as)
e. Dust Collectors #2 & #3	x	---	.9000	.1000	x	---	(costs)	(used)

EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

FACILITY DESCRIPTION	Cost Allocations Per Article 5							
	Facility Originally Funded		Facility Ownership Allocation (Per Article 3)		Original Costs To Be Reallocated As Per Columns To Left) By Payment To Project:		Future Costs Of Replacement, Ownership, & O&M To Shared On Following Fractional Basis By Project:	
	By Product:		To Project:		To Project:		Basis By Project:	
	1&2	3&4	1&2	3&4	1&2	3&4	1&2	3&4
18. Surge Pond Structure and Equipment Including:								
a. Pond	x	---	.3186	.6814	x	---	.3186	.6814
b. Structures	x	---	.3186	.6814	x	---	.3186	.6814
c. Mechanical and Electrical Equip. Furnished by Units #1 & #2	x	---	.6593	.3407	x	---	.3186	.6814
d. Mechanical and Electrical Equip. Furnished by Units #3 & #4	---	x	.0000	1.0000	---	---	.3186	.6814
e. Cutoff Wall #1	x	---	.3186	.6814	x	---	.3186	.6814
f. Cutoff Wall #2	x	---	.3186	.6814	x	---	.3186	.6814
g. Surge Pond Control Cable Replacement	---	x	.3186	.6814	---	x	.3186	.6814
19. Environmental Lab in Scrubber Area	---	x	.5000	.5000	---	x	.4208	.5792
20. Converted Construction Buildings	---	x	.2000	.8000	---	x	.2000	.8000
21. #1 & #2 Admin. Bldg.	x	---	.5000	.5000	x	---	.5000	.5000
22. #3 & #4 Admin. Bldg.	---	x	.3000	.7000	---	x	.3000	.7000
Includes:								
a. Repair Shop								
b. Telephone Room								
c. Electric Shop								
d. Chem Lab								

EXHIBIT "A" TO COMMON FACILITIES AGREEMENT

FACILITY DESCRIPTION	Cost Allocations Per Article							
	Facility Originally Funded		Facility Ownership Allocation (Per Article 3)		Original Costs To Be Reallocated As Per Columns To Left) By Payment To Project:		Future Costs (Replacement, Ownership, & O&M) Shared On Following Fractional Basis By Project:	
	1&2	3&4	1&2	3&4	1&2	3&4	1&2	3&4
Excludes:								
a. Aux Boiler								
b. Heating Boiler								
c. Water Treatment Area								
23. Machine Shop, I&C Shop, & Chem Lab (Units #1 & #2)	x	---	.5000	.5000	x	---	.4208	.5792
24. New Warehouse and Offices	x	x	.4000	.6000	x	x	.4000	.6000
25. Environmental Bldg.	x	x	.4000	.6000	x	x	.4000	.6000
26. Paving Parking Areas & Roads	x	x	.3168	.6814	---	---	.4208	.5792
27. Plant Security & Fencing	x	x	.3186	.6814	---	---	.4208	.5792
28. Yard Lighting	x	x	.3186	.6814	---	---	.4208	.5792
29. Telephone Equipment	x	x	.3186	.6814	---	---	.4208	.5792
30. Plant Landscaping	x	x	.3186	.6814	---	---	.4208	.5792
31. Cathodic Protection for River Pipeline	x	x	.3186	.6814	---	---	.3186	.6814
32. ATR	---	x	.3186	.6814	---	---	.3186	.6814
33. River Water Pipeline to Surge Pond Furnished by Units #1 & #2	x	---	.8632	.1368	x	---	.3186	.6814
34. River Water Pipeline to Surge Pond Furnished by Units #3 and #4	---	x	.0000	1.0000	---	---	.3186	.6814
35. North Plant Sediment Pond	---	x	.3186	.6814	---	x	.3186	.6814

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	Facility Originally Funded		Facility Ownership Allocation (Per Article 3)		Original Costs To Be Reallocated As Per Columns To Left) By Payment To Project:		Future Costs Of Replacement, Ownership, & O&M To Shared On Following Fractional Basis By Project:	
	1&2	3&4	1&2	3&4	1&2	3&4	1&2	3&4
36. Computer Capitalized Facilities	x	x	.3186	.6814	---	---	.4208	.5792
37. Gas Bottle Storage Rack	x	x	.3186	.6814	---	---	.4208	.5792
38. All Vehicles Identified on the Colstrip Project Division Vehicle Roster with an Assigned Number from 3700 to 3999	x	x	.5000	.5000	---	---	.3868	.6132
39. Major Mobile Equipment as Identified on the Colstrip Project Division Equipment Roster with an Assigned Number from 4000 to 4099	x	x	.5000	.5000	---	---	.4208	.5792
40. Miscellaneous portable & mobile equipment on the Colstrip Project Division Equipment Roster with an Assigned Number from 4200 to 4399	x	x	.5000	.5000	---	---	.4208	.5792
41. Machine Shop Equip.	x	x	.5000	.5000	x	x	.4208	.5792
42. Scaffolding	x	x	.5000	.5000	---	---	.4208	.5792
43. Warehouse Equipment as Identified on the Colstrip Project Division Equipment Roster with an Assigned Number from 4400 to 4499	x	x	.5000	.5000	---	---	.4208	.5792

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	By Product:	To Project:	To Project:	To Project:	To Project:	To Project:	To Project:	To Project:
	1&2	3&4	1&2	3&4	1&2	3&4	1&2	3&4
44. Laboratory and Special Test Equip.	x	x	.5000	.5000	---	---	.4208	.5792
45. Furniture	x	x	.3868	.6132	---	---	.3868	.6132
46. Land as Described in Exhibit B attached hereto	x	---	.3186	.6814	x	---	.3186	.6814