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BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION
IN THE MATTER OF:

WESTERN VILLAGE, LLC, D/B/A
WESTERN VILLAGE ESTATES,

Complainant,

v.

PUGET SOUND ENERGY, INC.

Respondent.

Docket No. UE-051828

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

Docket No. UE-051966

PREFILED REBUTTAL TESTIMONY OF

DOUGLAS ANDERSON

ON BEHALF OF WESTERN VILLAGE LLC

AND MANUFACTURED HOUSING COMMUNITIES OF WASHINGTON

APRIL 19, 2006

PREFILED REBUTTAL TESTIMONY OF
DOUGLAS ANDERSON - 1

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ORIGINAL

1 Q. Please state your name and address.

2 A. My name is Doug Anderson and my address is 225 N.E. Ernst Street
3 Oak Harbor, Washington 98277.

4 A. **Prefiled Direct Testimony of Mr. Greg Zeller**

5 Q. Have you reviewed the Prefiled Direct Testimony of Mr. Greg Zeller that was
6 submitted by Puget Sound Energy or its predecessor Puget Power (collectively
7 “PSE”)?

8 A. Yes.

9 Q. Do you know Mr. Zeller?

10 A. No.

11 Q. Have you had reason to contact the Northwest Region of PSE with regard to
12 underground service wire located at Western Village?

13 A. Yes.

14 Q. How many times have you contacted the Northwest Region?

15 A. I believe that I have contacted PSE’s Northwest Region more than ten times
16 since I began managing Western Village in 1993.

17 Q. Is it your understanding that Mr. Zeller’s office is located at PSE’s Northwest
18 Region in Bellingham?

19 A. No.

20 Q. Have you ever had any contact with Mr. Zeller since 1993?

21 A. No.

22 Q. Has Mr. Zeller ever been to Western Village?

23 A. Not to my knowledge.

24 Q. Does Mr. Zeller have any personal knowledge of whether or not PSE’s
25 Northwest Region repaired and maintained secondary service lines at Western
26 Village?

**PREFILED REBUTTAL TESTIMONY OF
DOUGLAS ANDERSON - 2**

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1 A. Not to my knowledge.

2 Q. Do you believe that much of Mr. Zeller's testimony is based on incorrect or
3 incomplete information which he provides in his testimony?

4 A. Yes.

5 Q. In what way is Mr. Zeller's testimony incorrect or incomplete?

6 A. Mr. Zeller's testimony is incorrect or incomplete in the following instances:

7 1. Western Village does not have public right of ways or interior property
8 lines.

9 2. A non-master-metered mobile home park, like Western Village, is
10 more like a single home application than it is a multi-family residential structure.

11 3. Schedule 85 of PSE's Tariff does not provide that Western Village, or
12 any other mobile home park which did not originally install electric service lines in
13 the park, is responsible to maintain electric service lines which PSE originally
14 installed in the mobile home park.

15 4. Western Village does not request new underground electrical service
16 for its residents.

17 5. PSE has not required Western Village to repair any underground
18 service line, has not billed Western Village for any repair, and has not billed Western
19 Village for the installation or removal of any auto transformer.

20 6. Mr. Zeller's observation or opinion as to who is responsible for
21 repairing secondary service lines is incorrect.

22 7. Mr. Zeller's testimony that mobile homes on rented lots are often
23 placed over or encroach on the underground utility facilities could be explained by
24 the fact that PSE originally installed their transformer and service lines in derogation
25 of plans which identified each pad for each home at Western Village.

26 1. **Western Village does not have public right of ways or interior property**

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DOUGLAS ANDERSON - 3

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1 lines.

2 Q. How is Mr. Zeller's testimony incorrect or incomplete with regard to whether
3 Western Village has public right of ways and interior property lines?

4 A. At pp. 3-6 of Mr. Zeller's direct testimony, Mr. Zeller describes the way in
5 which PSE's electric distribution system is installed in residential properties (p.4 ll.
6 18-21), and how a public right of way or property line affects the installation of
7 PSE's electrical distribution system (p.5 ll. 7-16). Evidently, PSE uses a secondary
8 "handhole" or a splice to bridge its service from a transformer to what PSE calls its
9 Point of Delivery that demarcates the end of the distribution system and the
10 beginning of the secondary service line. Evidently, PSE prefers to install secondary
11 voltage cable along a public right of way or a PSE easement so that it does not have
12 to extend across other properties or the public right of way, both of which PSE may
13 not have a right of access.

14 PSE's "preference" with regard to other residential properties do not apply to
15 mobile home parks. First, there are no public right of ways at Western Village
16 because its interior roads remain private property. Second, Western Village has not
17 been platted and there are no interior property lines to demarcate each individual
18 space at Western Village. Third, and perhaps most importantly, PSE has a blanket
19 easement to install, repair, and maintain its service lines at Western Village. A copy
20 of PSE's easement at Western Village is provided as Exhibit No. _____ (DA-1R).

21 Accordingly, there are no right of access issues at Western Village, and the
22 basis for PSE's interpretation of its tariff obligations to repair and maintain
23 secondary service lines is irrelevant.

24 **2. A non-master-metered mobile home park is more like a single home**
25 **application than it is a multi-family residential structure.**

26 Q. How is Mr. Zeller's testimony incorrect or incomplete with regard to whether

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1 a mobile home park like Western Village is more like a single home application than
2 it is a multi-family residential structure?

3 A. Mr. Zeller appears to be unclear on who PSE's customer is in different
4 situations. For master metered properties, like the multi-family residential structures
5 which Mr. Zeller identifies on page 7 of his testimony, or multi-tenant commercial
6 structures or even some mobile home parks, PSE's customer is the land owner who
7 then submeters and direct bills his tenants. In master-meter situations, PSE's
8 "preference" to bridge its distribution system to a splice or "handhole" may make
9 sense because it is the land owner who installed the "meter assembly that is
10 considered part of the building's electrical system", and it is the land owner who
11 both supplies the service line and direct bill its tenants for electrical service.

12 However, the owner of Western Village does not have an electrical system or
13 a master meter as it relates to its residents. Instead, PSE installed all of the electrical
14 distribution system and has maintained it all the way up to each resident's pedestal
15 at all times before this formal complaint. In addition, PSE's "customer" in Western
16 Village and any non-master-metered mobile home park is each individual resident
17 who is separately metered by PSE and separately billed by PSE. Unlike PSE's other
18 multi-family residential customers, or PSE's multi-tenant commercial structures,
19 Western Village neither installed the secondary service line nor does it direct bill its
20 tenants for electrical service.

21 As confirmed by Mr. Zeller, pedestals are used by PSE only for single home
22 applications and for mobile homes (p.71. 13). Accordingly, Western Village and any
23 non-master-metered mobile home park is more like a single home application than
24 it is a multi-occupant residential or commercial structure.

25 **3. Schedule 85 of PSE's Tariff does not provide that Western Village, or**
26 **any other mobile home park which did not originally install electric service lines**

1 **in the park, is responsible to maintain electric service lines which PSE originally**
2 **installed in the mobile home park.**

3 Q. How is Mr. Zeller's testimony incorrect or incomplete with regard to whether
4 Schedule 85 of PSE's Tariff requires that Western Village, or any other mobile home
5 park which did not originally install electric service lines in the park, is responsible
6 to maintain electric service lines which PSE originally installed in the mobile home
7 park?

8 A. At p. 8, line 3 of Mr. Zeller's testimony, he refers to the testimony of Mr.
9 Lynn Logen and Schedule 85 of PSE's Tariff to support his contention that PSE's
10 responsibility ends where the secondary voltage service line begins, i.e. at the
11 transformer or handhole, in cases where the transformer or handhole is in a public
12 right of way, or at the point that the service line crosses the lot line.

13 Again, as I testified earlier, there are no lot lines or public right of ways inside
14 Western Village. Even if there were, Schedule 85 is titled "Line Extensions" and
15 clearly applies to new construction involving line extensions. Specifically, at page
16 16 of 28 of PSE's Exhibit No. _____ (LFL-8), paragraph 3(a) of Schedule 85 begins
17 as "For distribution line extensions..." and ends with "Underground secondary
18 service lines from the Point of Delivery shall be installed, owned, and maintained by
19 the developer or property owner."

20 Contrary to implications of Mr. Zeller's testimony, Western Village did not
21 install any secondary service lines at Western Village. PSE installed the secondary
22 service lines in 1967, 1970, and 1972. Accordingly, paragraph 5 of Schedule 85
23 confirms:

- 24 5. **OWNERSHIP OF FACILITIES** - The Company shall own,
25 operate, and maintain all electric distribution facilities installed
by the Company under this schedule.

26 Because PSE installed the secondary service line at Western Village, PSE

1 owns it. Because Western Village has not “installed, owned, and maintained” the
2 secondary service line as contemplated by paragraph 3(a) of Schedule 85, and PSE’s
3 own Tariff confirms that it owns the secondary service line, Western Village should
4 have no obligation to maintain PSE’s secondary service line so that PSE can provide
5 electrical service to PSE’s customers who reside at Western Village.

6 **4. Western Village does not request new underground electrical service for**
7 **its residents.**

8 Q. How is Mr. Zeller’s testimony incorrect or incomplete with regard to when
9 new underground electric service is requested in a mobile home park?

10 A. At p. 8, line 16 of Mr. Zeller’s testimony, he contends that the mobile home
11 park owner or his representative requests new service for a new resident. This is
12 incorrect as I do not order new electrical service for new residents. Instead, when
13 a mobile home is installed or sold by a prior resident, the new resident contacts PSE
14 and other utility providers directly to request service and provide billing information.
15 Assumedly, the new customer handbook which Mr. Zeller refers to at p. 8 line 19
16 would be given by PSE to the resident.

17 In addition, contrary to Mr. Zeller’s testimony at p. 9 line 7, no resident of
18 Western Village has ever provided site drawings and load information, nor has either
19 the resident or Western Village ever installed the underground service line and meter
20 pedestal. PSE has always used its own site drawings and load information to start
21 new service. With regard to installing the underground service line and meter
22 pedestal, PSE installed both when Western Village was developed, and has
23 maintained both at all times before this formal complaint. Insofar as PSE installed
24 and maintained the underground service line and meter pedestal at all times since
25 Western Village was developed, it has not been necessary to “install” these items.
26 If an underground service line or pedestal was needed or relocated, PSE installed

1 them at all times before this formal complaint.

2 **5. PSE has not required Western Village to repair any underground service**
3 **line, has not billed Western Village for any repair, and has not billed Western**
4 **Village for the installation or removal of any auto transformer.**

5 Q. How is Mr. Zeller's testimony incorrect or incomplete with regard to his
6 description of the process that occurs when a mobile home park electric service
7 fails?

8 A. Mr. Zeller's testimony at pp. 10-12 is incorrect as it regards Western Village.
9 PSE has not required Western Village to repair any underground service line, has not
10 billed Western Village for any repair, has not billed Western Village for the
11 installation or removal of any auto transformer, and has never hired an electrician to
12 locate and repair damage to any existing service line, or install any new service line.
13 The process described by Mr. Zeller at pp. 10-12 is not "the process that has been
14 followed with respect to mobile home park and multi-family residential structure
15 service lines at least since 1977."

16 **6. Mr. Zeller's observation or opinion as to who is responsible for repairing**
17 **secondary service lines is incorrect.**

18 Q. How is Mr. Zeller's testimony incorrect or incomplete with regard to his
19 observation or opinion as to who is responsible for repairing secondary service lines
20 is incorrect?

21 A. At p. 12 of his testimony, Mr. Zeller contends that park owners typically have
22 managers on site. But, not all park owners have on-site managers. Regardless,
23 Western Village and all other park owners' obligations to maintain are limited to the
24 common areas which are not in the exclusive possession of an existing resident, and
25 the point of connection of PSE's secondary service line to each resident's home.
26 Specifically, the Mobile Home Landlord-Tenant Act ("MHLTA") provides as

1 follows:

2 **59.20.130. Duties of landlord**

3 It shall be the duty of the landlord to:

4 * * *

5 (2) Maintain the common premises and prevent the accumulation of
6 stagnant water and to prevent the detrimental effects of moving water
when such condition is not the fault of the tenant;

7 (3) Keep any shared or common premises reasonably clean, sanitary,
8 and safe from defects to reduce the hazards of fire or accident;

9 (4) Keep all common premises of the mobile home park, and vacant
10 mobile home lots, not in the possession of tenants, free of weeds or
plant growth noxious and detrimental to the health of the tenants and
free from potentially injurious or unsightly objects and condition;

11 (5) Exterminate or make a reasonable effort to exterminate rodents,
12 vermin, or other pests dangerous to the health and safety of the tenant
whenever infestation exists on the common premises or whenever
13 infestation occurs in the interior of a mobile home, manufactured
home, or park model as a result of infestation existing on the common
14 premises;

15 (6) Maintain and protect all utilities provided to the mobile home,
16 manufactured home, or park model in good working condition.
Maintenance responsibility shall be determined at that point where the
17 normal mobile home, manufactured home, or park model utilities
"hook-ups" connect to those provided by the landlord or utility
company;

18 * * *

19 Similar to a homeowners' association, a mobile home park owner is charged
20 with the obligation to maintain the common areas, and not the tenant's individual lots
21 for which the resident is ultimately responsible. Specifically, in this regard, the
MHLTA provides:

22 **59.20.140. Duties of tenant**

23 It shall be the duty of the tenant to pay the rental amount at such times
24 and in such amounts as provided for in the rental agreement or as
25 otherwise provided by law and comply with all obligations imposed
upon tenants by applicable provisions of all municipal, county, and
26 state codes, statutes, ordinances and regulations, and in addition the
tenant shall:

1 (1) Keep the mobile home lot which he occupies and uses as clean and
2 sanitary as the conditions of the premises permit;

3 (2) Properly dispose of all rubbish, garbage, and other organic or
4 flammable waste, in a clean and sanitary manner at reasonable and
5 regular intervals, and assume all costs of extermination and fumigation
6 for infestation caused by the tenant on the tenant's leased premises;

7 (3) Not intentionally or negligently destroy, deface, damage, impair,
8 or remove any facilities, equipment, furniture, furnishings, fixtures or
9 appliances provided by the landlord, or permit any member of his
10 family, invitee, or licensee, or any person acting under his control to
11 do so;

12 (4) Not permit a nuisance or common waste; and

13 (5) Not engage in drug-related activities as defined in RCW 59.20.080.

14 Presumably, PSE does not require or bill homeowners associations to
15 maintain service lines between a transformer or handhole and each homeowners'
16 pedestal. Similar to the individual homeowners who belong to a homeowners
17 association, PSE should have the obligation to maintain its service lines up to and
18 including the pedestal of each residents' home at Western Village.

19 7. Mr. Zeller's testimony that mobile homes on rented lots are often
20 placed over or encroach on the underground utility facilities could be explained
21 by the fact that (1) PSE originally installed their transformer and service lines
22 in derogation of plans which identified each pad for each home at Western
23 Village, or (2) PSE's Locator incorrectly located PSE's service equipment
24 before a home was later installed.

25 Q. How is Mr. Zeller's testimony incorrect or incomplete with regard to his
26 implication that Western Village installed a mobile home over the top of PSE's
transformer?

A. I was the manager of Western Village in 1993 and have not observed any
circumstance upon which a home was placed over the top of a transformer or vault

1 that was installed by PSE. To place a home in Western Village, or do any excavation
2 of any kind at Western Village, the owner of the mobile home is required to get a
3 "Locator" from PSE to identify where PSE's underground service lines and
4 equipment are. If PSE's "Locator" fails to locate PSE's underground service
5 equipment, then a resident may place their home where PSE advised them they
6 could.

7 With regard to the first installation of a home on a lot at Western Village, PSE
8 may have not followed its own plans and specifications by installing its service lines
9 and equipment inside the footprint of the home which was to be later installed.

10 **B. Prefiled Direct Testimony of Mr. Lynn F. Logen**

11 Q. Have you reviewed the Prefiled Direct Testimony of Mr. Lynn F. Logen that
12 was submitted by PSE?

13 A. Yes.

14 Q. Do you know Mr. Logen?

15 A. No.

16 Q. Have you ever had any contact with Mr. Zeller since 1993?

17 A. No.

18 Q. Is it your understanding that Mr. Logen's office is located at PSE's Northwest
19 Region in Bellingham?

20 A. No.

21 Q. Has Mr. Logen ever been to Western Village?

22 A. Not to my knowledge.

23 Q. Does Mr. Logen have any personal knowledge of whether or not PSE's
24 Northwest Region repaired and maintained secondary service lines at Western
25 Village?

26 A. Not to my knowledge.

**PREFILED REBUTTAL TESTIMONY OF
DOUGLAS ANDERSON - 11**

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1 Q. Do you believe that much of Mr. Logen's testimony is based on incorrect or
2 incomplete information which he provides in his testimony?

3 A. Yes.

4 Q. In what way is Mr. Logen's testimony incorrect or incomplete?

5 A. Mr. Logen's testimony is incorrect or incomplete in the following instances:

6 1. As with any single-family home, and as confirmed by RCW
7 59.20.130(6), the Point of Delivery on PSE's electric distribution system at Western
8 Village is the load side of PSE's pedestal.

9 2. While the developer of Western Village may have been the
10 "Customer" as that term was used in PSE's Tariff when the park was developed,
11 Western Village was not the "Customer" when PSE amended its Tariff in 1977,
12 which according to PSE, somehow unilaterally transferred ownership and
13 maintenance of the secondary service lines to Western Village. A copy of PSE's
14 letter claiming that the ownership of the secondary service lines was involuntarily
15 transferred to Western Village is attached as Exhibit _____ (DA-2R).

16 3. PSE's interpretation of "Customer" is inconsistent with its prior
17 practice at Western Village.

18 4. Does PSE's basis for its "historic interpretation" of its tariff apply to
19 Western Village, or any other mobile home park owner who developed their park
20 prior to 1977?

21

22 5. PSE's proposed tariff schedule revisions is a veiled amendment of the
23 tariff, and not a clarification as stated by PSE.

24 6. PSE's proposed tariff schedule revisions are unfair and unreasonable
25 to Western Village and any other mobile home park which was developed prior to
26 PSE's amendments to its tariff in 1977.

PREFILED REBUTTAL TESTIMONY OF
DOUGLAS ANDERSON - 12

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1 **1. As with any single-family home, and as confirmed by RCW**
2 **59.20.130(6), the Point of Delivery on PSE's electric distribution system at**
3 **Western Village is the load side of PSE's pedestal.**

4 Q. How is Mr. Logen's testimony incorrect or incomplete with regard to his
5 contention that "the Point of Delivery is typically at the load (customer) side of the
6 Company's transformer or secondary handhole"?

7 A. Contrary to Mr. Logen's testimony at page 3 line 7, the Point of Delivery in
8 a mobile home park, or the residents' "hook-ups" as that term is used in mobile home
9 parks, is defined by RCW 59.20.130(6) to confirm that "maintenance responsibility
10 shall be determined at that point where the normal mobile home, manufactured
11 home, or park model utilities "hook-ups" connect to those provided by the landlord
12 or utility company".

13 As I have stated, Western Village has not installed and therefore did not
14 provide any electrical service wire to any resident of Western Village. PSE installed
15 and provided all of the electrical service wire at Western Village. Accordingly, the
16 resident's duty to maintain, or the Point of Delivery as PSE labels it, must be at the
17 resident's pedestal because that is where the mobile home "hook-ups" connect to the
18 utilities provided by PSE.

19 Indeed, the MHLTA's definition of maintenance responsibility, and the
20 Tariff's definition of "Point of Delivery" are consistent. Specifically, Schedule 80
21 defines the Point of Delivery as "that location on the Customer's Premises where
22 Company's circuit and Customer's system are interconnected." Here, the residents'
23 home connects to the Company's system at the meter, not some transformer,
24 handhole, or splice which is located on the Company's side of the pedestal.

25 **2. While the developer of Western Village may have been the**
26 **"Customer" as that term was used in PSE's Tariff when the park was**

1 developed, Western Village is not the "Customer" as that term is used in PSE's
2 1977 amended Schedule 85, which according to PSE, somehow unilaterally
3 transferred ownership and maintenance of the secondary service lines to
4 Western Village.

5 Q. How is Mr. Logen's testimony incorrect or incomplete with regard to his
6 contention that Western Village is the "Customer" as that term is used in PSE's 1977
7 amended Schedule 85?

8 A. Contrary to the implications of Mr. Logen's testimony at page 3 line 14, the
9 "Customer" as that term is used in PSE's 1977 amended Schedule 85 could not mean
10 the developer of Western Village because he did not own Western Village in 1977.
11 A copy of prior title documents which confirm the past ownership of Western
12 Village is attached as Ex. _____ (DA-3R).

13 Indeed, when PSE amended its tariff in 1977, Western Village was completed
14 and PSE had already installed all of its electrical distribution system and service
15 wire. Accordingly, the subsequent owners of Western Village could not have been
16 the then "Customer", or the "developer" or the owner of the service lines as those
17 words are used in the amended tariff:

18 Underground secondary service lines from the Point of Delivery shall
19 be installed, owned and maintained by the developer or property
20 owner. See paragraph 3(a) of the 1977 amendment to Schedule 85.

21 The Customer shall install, own, and maintain all secondary facilities
22 beyond the transformer or secondary handhole. See paragraph 5 (c) of
23 the 1977 amendment to Schedule 85.

24 To the contrary, PSE installed all of the electrical distribution system and
25 secondary facilities at Western Village. Accordingly, the first sentence in paragraph
26 5 of Schedule 85 confirms:

5. **OWNERSHIP OF FACILITIES** - The Company shall own,
 operate and maintain all electric distribution facilities installed

1 by the Company under this schedule.

2 In addition, PSE's own website advises its customers that "all meters, service
3 lines, transformers and other equipment furnished by Puget Sound Energy on your
4 premises belongs to Puget Sound Energy". A copy of PSE's online brochure is
5 attached as Exhibit ____ (DA-4R).

6 Because PSE owned and maintained all of their electric distribution systems
7 and secondary facilities at all times before this formal complaint, PSE should not be
8 allowed to now dump their almost 40-year old secondary facilities on Western
9 Village.

10 **3. PSE's interpretation of "Customer" is inconsistent with its prior**
11 **practice at Western Village.**

12 Q. How is Mr. Logen's testimony incorrect or incomplete with regard to his
13 contention at p. 13 line 8 that "the Company has historically interpreted its tariff as
14 placing the responsibility for service lines at mobile home parks...on the mobile
15 home park...rather than the individual tenants of these properties."

16 A. Contrary to the implications of Mr. Logen's testimony at page 13 line 8, PSE
17 has always taken responsibility for all the service lines at Western Village, and has
18 never historically placed responsibility for this on either Western Village or its
19 residents until it tried to do so in August 2005. This resulted in an informal
20 complaint upon which WUTC affirmed the complainant's position. A copy of
21 WUTC's email to PSE affirming the complainant's position is attached as Exhibit
22 ____ (DA-5R).

23 The complainant's informal complaint subsequently culminated in this formal
24 complaint after WUTC threatened to bill Western Village's residents for
25 maintenance of secondary service lines as leverage to compel Western Village to
26 assume responsibility for the secondary service lines. A copy of PSE's letter to

1 Western Village regarding this matter is attached as Exhibit ____ (DA-6R).

2 **4. Does PSE's basis for its "historic interpretation" of its tariff apply**
3 **to Western Village, or any other mobile home park owner who developed their**
4 **park prior to 1977?**

5 Q. How is Mr. Logen's testimony incorrect or incomplete with regard to his
6 characterization of the basis for the Company's historic interpretation of its tariff as
7 placing service line responsibilities on mobile home park owners rather than their
8 tenants.

9 A. Contrary to assertions contained in Mr. Logen's testimony at page 14 line 11,
10 Western Village did not install the secondary service line at the park. PSE installed
11 it presumably pursuant to a Residential Underground Service Agreement like the one
12 they obtained from the developer of nearby Parkwood Manor in Oak Harbor. *See*
13 *Prefiled Rebuttal Testimony of Leroy Bodin*. Accordingly, Mr. Logen's implied
14 conclusion that PSE can make Western Village repair secondary service lines
15 because Western Village installed and owns the secondary service lines fails in its
16 premise.

17 Because the obligations which Mr. Logen refers to are obligations that did not
18 exist until 1977, each mobile home park in Washington which was developed prior
19 to the 1977 amendments to PSE's tariff would not be a "Customer" as Mr. Logen
20 uses that word on page 14.

21 Similarly, Mr. Logen's contention at page 15 line 1 that the resident cannot
22 be the "Customer" because PSE may not be paid if the resident moves out is
23 nonsensical. If a resident moves out of Western Village, the resident would not be
24 around to report a service disruption. Regardless, so long as there is a mobile home
25 on any lot at Western Village, there would be a tenancy and a resident for PSE to bill
26 because the owner of the home still occupies the lot.

1 Likewise, as I testified above, Mr. Logen's understanding of a park owner's
2 obligation to provide utilities is incorrect and inconsistent with RCW 59.20.130(6).

3 **5. PSE's proposed tariff schedule revisions is a veiled amendment of**
4 **the tariff, and not a clarification as stated by PSE.**

5 Q. How is Mr. Logen's testimony incorrect or incomplete with regard to his
6 contention that PSE's proposed tariff will clarify the Responsibilities for Secondary
7 Voltage Service Lines?

8 A. Insofar as PSE seeks to "clarify" that Western Village, or any other mobile
9 home park owner who developed their park prior to the 1977 tariff amendment, is
10 responsible to maintain and repair secondary service line which it originally
11 installed, this is inconsistent with PSE's prior practice at Western Village and other
12 mobile home parks as I testified to above, as well as PSE's prior tariffs which
13 predate 1977.

14 **6. PSE's proposed tariff schedule revisions are unfair and**
15 **unreasonable to Western Village and any other mobile home park which was**
16 **developed prior to PSE's amendments to its tariff in 1977.**

17 Q. How is Mr. Logen's testimony incorrect or incomplete with regard to his
18 contention that PSE's proposed tariff is fair, just and reasonable?

19 A. Mr. Logen's testimony presupposes that Western Village, and every other
20 mobile home park in the state that was developed prior to 1977, installed and owned
21 the now 30-year old secondary service lines that PSE originally installed and still
22 owns. PSE owns these secondary service lines by virtue of its private contractual
23 obligations with each owner, confirmed in its form Residential Underground Service
24 Agreements. PSE owns these secondary service lines by virtue of paragraph 5 of
25 Schedule 85 which confirms that PSE owns whatever it installed at Western Village
26 and other parks which were developed before 1977.

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1 To unilaterally shift the ownership and responsibility for these secondary
2 service, and thereby involuntarily compel Western Village and other mobile home
3 parks to accept "ownership" of PSE's 30-year old service lines which PSE installed
4 and maintained until this formal complaint was filed, would (1) abrogate PSE's
5 private contractual obligations contained in its private agreements with each mobile
6 home park, and (2) constitute a taking of the each park owner's private agreement
7 with PSE.

8 If the Parks or the residents had initially installed the electrical service
9 facilities at the Premises, they could have taken measures to protect the electrical
10 service facilities from deterioration. Specifically, they could have installed the
11 service line in conduit, and would have used the higher quality UL grade equipment
12 that is required by Labor and Industries, but not required by PSE.

13 Neither the Community nor its residents had any control over how the
14 electrical service facilities were installed. Neither the Parks nor their residents were
15 allowed to participate in the maintenance of the electrical service facilities over time.
16 The current and future problems with the electrical service facilities are due to
17 causes beyond either the Park's or the residents' control.

18 Neither the Park or their residents should be responsible for the repair,
19 maintenance, or replacement of the electrical service facilities, owned by PSE, and
20 maintained by PSE, before this complaint was filed.

21 For all of the other reasons stated in my prior testimony, including the reasons
22 identified in my prefiled direct testimony, PSE's proposed tariff schedule revisions
23 would be unfair, unjust, and unreasonable.

24 Q. Is this the conclusion of your testimony at this time?

25 A. Yes.

EASEMENT 201231

C. W. Sumner (A)
35 3/4

THIS INDENTURE made this 17 day of August 1967
between JOSEPH A. ZAIC, A Single Man, as his separate property
W. F. KNUCKLES and DOROTHY I. KNUCKLES, Husband and Wife
hereinafter called "Grantor", and PUGET SOUND POWER & LIGHT COMPANY, a Washington Corporation, and
hereinafter called "Grantee".

WITNESSETH:
That in consideration of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the grantor hereby grants and conveys to the grantee, its successors and assigns, a right of way easement for an underground electric ~~and~~ system, together with the right to construct, reconstruct, operate, inspect, maintain or remove the same, which shall consist of underground conduits, cables, manholes, vaults and semi-buried or ground mounted facilities such as pads, transformers and other necessary or convenient facilities and equipment on said right of way, over, under, upon and across the following described property located in Island County, State of Washington:

That portion of the C. W. Sumner Donation Claim in Section 35, Township 33 North, Range 1 East W.M., described as follows:
Beginning at the Northwest corner of said Donation Claim; thence South 0°30' West along the West line of said claim 53.92 feet; thence South 89°45' East 680 feet to the true point of beginning; thence Southerly parallel with State Road along the West line of said Donation Claim 660 feet; thence South 89°45' East 638.75 feet; thence Northerly parallel with said State road 660 feet; thence North 89°45' West 638.75 feet to the true point of beginning of this description.
Situate in the County of Island, State of Washington.

Said right of way is described as a strip of land 5 feet in width, being 2 1/2 feet on each side of a center line described as follows: as constructed and extended in the future with the mutual consent of all parties.

EXCISE TAX EXEMPT
ISLAND COUNTY TREASURER

BY Harry B. Lang

Grantee shall have the right of access across the adjacent land of the Grantor, as well as the right to construct, operate and maintain the necessary vaults and manholes, adjoining said right of way.

Grantor for himself, his heirs, executors, administrators, successors and assigns covenants that no structure will be erected or permitted within said right of way that would interfere with or endanger the unrestricted exercise of the rights and privileges herein granted; that no digging, tunneling or other form of construction activity will be done or permitted within said right of way which will disturb the compaction or untruth the lines or equipment thereon, or in any other way remove, threaten or endanger the lateral support to said right of way or facilities located therein, that no blasting will be permitted within (15) feet of the right of way, and that no concrete, tar or other permanent surfacing shall be installed or permitted over or within one foot of the sides of any vault or manhole installed on said property.

Grantee shall have the right to remove any trees or parts of trees or other vegetation or natural obstructions within said right of way, and may level, grade and regrade said right of way as may appear to grantee to be necessary for the construction, operation and maintenance of said facilities.

All conduit or cable laid under this grant shall be buried to such depth as not to interfere with the ordinary landscaping of said right of way, provided however, that no trees, shrubs, or bushes shall be planted thereon without first having obtained written approval from the grantee.

IN WITNESS WHEREOF this instrument has been executed the day and year first above written.

Joseph A. Zaic
W. F. Knuckles Dorothy I. Knuckles

FILED FOR RECORD AT..... M.
..... 19..... AT REQUEST OF

J. W. LIBBEY, AUDITOR
ISLAND COUNTY, WASH.

STATE OF WASHINGTON
COUNTY OF Island

On this day personally appeared before me Joseph A. Zaic
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as his (free and voluntary act and deed for the uses and purposes therein mentioned)

GIVEN under my hand and official seal this 17th day of AUGUST, 1967.

Frank V. Strubel residing at City, Minnesota
Notary Public in and for the State of Washington.
FRANK V. STRUBEL
Notary Public, St. Louis County, Minn.
My Commission Expires March 4, 1970.

STATE OF WASHINGTON
COUNTY OF

On this _____ day of _____, 19____, before me, the undersigned, personally appeared

to me known to be the _____ President and _____ Secretary, respectively, of _____

the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

VOL 166 PAGE 487

SEP 11 1967

EXHIBIT

DA-1 R

RECORDED
INDEXED
1967
AUG 15
12 04

STATE OF WASHINGTON }
COUNTY OF ISLAND }

On this day personally appeared before me W.F. KNECHLES and DONALD J. MURPHY
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of AUGUST

W. F. Knechles
Notary Public in and for the State of Washington
residing at OAK HARBOR, WASH.



Division _____
Req. No. _____
EASEMENT
ELECTRIC RE SYSTEM

From _____
To _____
PAGE SOUND POWER & LIGHT COMPANY
Type of Construction
Over 15,000 Volts _____
15,000 Volts or Under _____

APPROVALS

Description _____
Form _____
Abstract of Title _____
Certificate of Title _____
Title _____

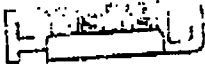
The above information is for office use only
and is not a part of the instrument.

RECORDING DATA

NO. 166 of ISLAND COUNTY
PAGE 488
Page Sound Power & Light Co.
INDEXED
W. F. Knechles
Indexed By _____
Compared By _____

SEP 11 1967

94010733



45933

9-

PUGET POWER

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM
For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

VITO ENTERPRISES U.S. LTD., a Washington corporation

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) Island County, Washington.

See attached Exhibit "A".

FILED RECORDED
VOL 670
PAGE 2318
Land Title Company of Island County
MAY 9 3 48 PM '94

EXCISE TAX EXEMPT

ART...
ISLAND...
Ch...

MAY -9 1994

MAXINE R. SAUTER
ISLAND COUNTY TREASURER

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:
A Right-of-Way feet in width having feet of such width on each side of center-
line described as follows:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and roads are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 5 feet in width across all lots, tracts and spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

Easement No. 3: A strip of land 2.5 feet in width on each side lot line of all lots, tracts and spaces located within the above described property being parallel to and coincident with said side lot lines.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

LA-879/9400524
SW35-3301-139

DATED this 2 day of May 1954

GRANTOR
VITO ENTERPRISES U.S. LTD.
BY: [Signature]

STATE OF WASHINGTON)
 SS
COUNTY OF _____)

On this day personally appeared before me _____
to me known to be the individual _____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this _____ day of _____, 19____.

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

STATE OF WASHINGTON)
 SS
COUNTY OF _____)

On this day personally appeared before me _____
to me known to be the individual _____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this _____ day of _____, 19____.

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

STATE OF WASHINGTON)
 SS
COUNTY OF _____)

On this day personally appeared before me _____
to me known to be the individual _____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this _____ day of _____, 19____.

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

Province of British Columbia
STATE OF WASHINGTON)
 SS
COUNTY OF Washington)

CORPORATE ACKNOWLEDGMENT

On this 2nd day of May, 1954, before me, the undersigned, personally appeared
Aldo J. J. J. J. and _____
to me known to be the President and _____, respectively, of
VITO ENTERPRISES U.S. LTD. the corporation that executed the foregoing instrument,
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that HE IS authorized to execute the said instrument and that the
seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

A Notary Public in and for the State of Washington,
Province of British Columbia, residing at [Address]
My Commission Expires [Date]

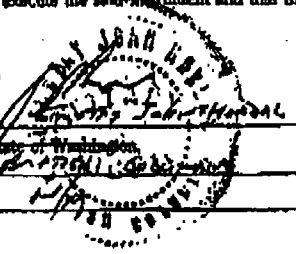


Exhibit "A"

Vito Enterprises U.S. LTD.

Parcel A:

That portion of the "C.W. SUMNER DONATION LAND CLAIM" in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Donation Claim; thence South $0^{\circ}30'$ West along the West line of said claim a distance of 33.92 feet; thence South $89^{\circ}45'$ East a distance of 660 feet to the TRUE POINT OF BEGINNING; thence southerly parallel with state road along the West line of said donation land claim a distance of 660 feet; thence South $89^{\circ}45'$ East a distance of 638.75 feet; thence northerly parallel with said state road a distance of 660 feet; thence North $89^{\circ}45'$ West a distance of 638.75 feet to the TRUE POINT OF BEGINNING of this description; EXCEPT the East 10 feet conveyed to the Town of Oak Harbor by deed recorded under Auditor's File No. 200507, Records of Island County, Washington.

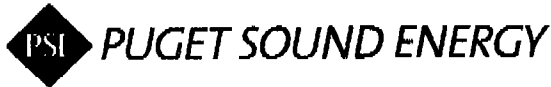
1D

Parcel B:

That portion of the "C.W. SUMNER DONATION LAND CLAIM" in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Sumner Donation Claim; thence South $0^{\circ}28'20''$ West along the West line of said Sumner Donation Land Claim a distance of 383.92 feet; thence South $89^{\circ}46'40''$ East a distance of 276.65 feet to the TRUE POINT OF BEGINNING; thence continue South $89^{\circ}46'40''$ East a distance of 403.35 feet; thence South $0^{\circ}28'20''$ West a distance of 330 feet; thence North $89^{\circ}46'40''$ West a distance of 660 feet to the East margin of 30th Northwest Street, formerly State Highway; thence North $0^{\circ}28'20''$ East along said East margin a distance of 181.87 feet; thence South $89^{\circ}46'40''$ East a distance of 256.65 feet; thence North $0^{\circ}28'20''$ East a distance of 148.13 feet to the TRUE POINT OF BEGINNING; EXCEPT the West 10 feet thereof as conveyed to the City of Oak Harbor by deed recorded February 8, 1973, under Auditor's File No. 258669, Records of Island County, Washington.

1L
16-1

www.pse.com

Puget Sound Energy, Inc.
P.O. Box 90868
Bellevue, WA 98009-0868

July 8, 2005

Mr. Doug Anderson
Property Manager
Western Village Mobile Home Park

Dear Mr. Anderson,

This letter is to provide notice that on October 21, 1977 the ownership, as well as the responsibility for maintenance and replacement of service lines in all mobile home parks changed to be the responsibility of the customer. This change in ownership and responsibility occurred through the approval by the Washington Utilities and Transportation Commission ("WUTC") of a change in the tariff of Puget Sound Power & Light Company (now Puget Sound Energy). The provision that became effective on October 21, 1977 was: "The Customer shall install, own and maintain all secondary underground service facilities beyond the secondary termination at the transformer or handhole." This same provision is still in effect today (with minor changes in wording) and says: "The Customer shall be responsible for ownership and operation of all underground services and for all costs of installation, maintenance, and replacement thereof."

A "service line" is the electrical line that extends from the Puget Sound Energy owned transformer or secondary voltage handhole to the meter pedestal or other connection at the trailer.

The tariff of utilities, once approved by the WUTC has the force and weight of State law. There is no choice on whether or not there was an ownership change, because the ownership change happened through an approved tariff. For example, if the speed limit was changed from 70 mph on the freeway to 55 mph we would have no choice whether or not to accept the change. If we go 70 mph we are violating the law. The same would be true in the case of ownership of services in mobile home parks, the ownership was, in effect, changed by law

At 225 NE Ernest St. Space # 57, Oak Harbor there is an underground service to a mobile home that failed on June 21st. At that time we installed an auto-transformer which is used to restore full power until repairs can be made to the customer as a temporary fix. A splice vault which PSE owns and maintains needed to be upgraded so it could be determined if the voltage problem was in the service to the mobile or if it was in our splice vault. The morning of June 22, a Potelco crew replaced and repaired the PSE splice vault and at that time it was determined the underground service to the mobile home at space #57 had failed and needed to be repaired by an electrician.

With that being said it is now time we recapture our auto-transformer as we only have a couple of them and they are used frequently. Normally when this occurs, the Mobile Park owner hires an electrician to make repairs to the service and at the same time we remove our temporary equipment and everyone is back in service.

EXHIBIT _____
DA-2R

Mr. Anderson, from our phone conversation, I understand you don't agree that repairing the underground wire is your responsibility. To resolve this situation, I'm offering for PSE to schedule our Service Provider, Potelco to make repairs to the service. At that time we'll recapture our temporary equipment so it will be available for other customers. Per our tariff as described above, PSE will bill you our cost to hire Potelco to make repairs to your underground wire. You may want to consider the cost, if you were to hire an electrician it would most likely be less costly than us billing you for the repairs.

If I don't hear from you by Thursday, July 14, we'll move ahead with our plan to have Potelco make repairs and you will be billed all cost associated with the repair. You may reach me at my office phone: 360-707-7534 or my cell phone: 360-815-0771, please leave a message if I'm not available and I'll promptly return your call.

Thank you,

Wes Gibbs Jr.

Wes Gibbs
Supervisor Electric First Response
Skagit Service Center
18601 Andis Rd
Burlington, WA 98233

Cc: Dr. Aldo Venier

149-063 (35)
165-120 (35)

XN11+EZ+DP

SUMNER DC

After Recording
Return To:
Mark F. Stoker
P.O. Box 1086
Vancouver, WA 98666

#98 013767 TYPE: WD \$11.00
DK 758 PG 821 7/7/98 3:54:06 PM
ISLAND COUNTY AUDITOR
DEPUTY: LR REQUESTED BY:
Island Title Company

Space Above for Recording Information Only

S-6766-1

STATUTORY WARRANTY DEED

11.00

VITO ENTERPRISES, U.S., LTD., a Washington corporation, GRANTOR, conveys and warrants to the WESTERN VILLAGE, LLC, a Washington limited liability company, its successors and assigns, GRANTEE, the following described real estate situate in Island County, State of Washington, including any interest therein which Grantor may hereafter acquire:

Abbrev. Legal: Ptn of C.W. Sumner DLC in Sec. 35-33-1EWM
Parcel Nos.: R13335-149-0630/R13335-165-1200
See Exhibit "A" attached hereto.

SUBJECT TO: Liens and encumbrances of record.

DATED this 7th day of July, 1998

EXCISE TAX EXEMPT

VITO ENTERPRISES, U.S., LTD.

JUL - 7 1998

MAXINE H. SAUTER
ISLAND COUNTY TREASURER


By: Aldo J. Venier, President

STATUTORY WARRANTY DEED - 1
OARE LANDAMF5VITOWESTERN.SWD

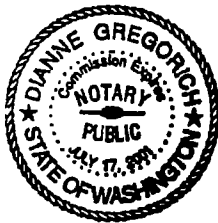
LAW OFFICES OF
LANDRIKOLA, MEMOVICI,
LANDRIK & WHITESIDES, P.S.
Broadway at Evergreen, Suite 300
P.O. Box 1016
Vancouver, Washington 98666
(360) 696-3312

EXHIBIT _____
DA-3R

State of Washington)
) ss.
Nooksack County)

I certify that I know or have satisfactory evidence that Aldo J. Venier is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Vito Enterprises, U.S., Ltd., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-3, 1998



Dianne Gregorich
Notary Public in and for Washington
My appointment expires: 7-17-2001

S-67661

EXHIBIT "A"

PARCEL A:

That portion of the C. W. Sumner Donation Land Claim in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

165-120
(SMA)

Beginning at the Northwest corner of said Donation Claim; thence South 0°30' West along the West line of said claim a distance of 53.92 feet; thence South 89°45' East a distance of 680 feet to the true point of beginning; thence Southerly parallel with State Road along the West line of said donation Land Claim a distance of 660 feet; thence South 89°45' East a distance of 638.75 feet; thence Northerly parallel with said State Road a distance of 660 feet; thence North 89°45' West a distance of 638.75 feet to the true point of beginning of this description;

EXCEPT the East 10 feet conveyed to the Town of Oak Harbor by Deed recorded under Auditor's File No. 200507, records of Island County, Washington;

ALSO EXCEPT any mobile homes located hereon.

PARCEL B:

That portion of the C. W. Sumner Donation Land Claim in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Sumner Donation Claim; thence South 0°28'20" West along the West line of said Sumner Donation Land Claim a distance of 383.92 feet; thence South 89°46'40" East a distance of 276.65 feet to the true point of beginning; thence continue South 89°46'40" East a distance of 403.35 feet; thence South 0°28'20" West a distance of 330 feet; thence North 89°46'40" West a distance of 660 feet to the East margin of 80th Northwest Street, formerly State Highway; thence North 0°28'20" East along said East margin a distance of 181.87 feet; thence South 89°46'40" East a distance of 256.65 feet; thence North 0°28'20" East a distance of 148.13 feet to the true point of beginning;

continued

S-67661

EXHIBIT "A"

PARCEL B continued:

EXCEPT the West 10 feet thereof as conveyed to the City of Oak Harbor by Deed recorded February 8, 1973, under Auditor's File No. 258669, records of Island County, Washington;

ALSO EXCEPT any mobile homes located hereon.

PARCEL C:

An easement for sewer and other underground utilities created by instrument recorded August 16, 1972 under Auditor's File No.# 253523.

ALL situated in Island County, Washington.

- END OF EXHIBIT "A" -

165-120

SUMNER DCC
ATA

93007989



CHICAGO TITLE INSURANCE COMPANY

FILED RECORDED

149-063

VOL PAGE

FILED FOR RECORD AT REQUEST OF

ISLAND TITLE CO.
THIS SPACE PROVIDED FOR RECORDER'S USE
APR 30 3 38 PM '93

ISLAND AUD. AUDITOR
ISLAND COUNTY WASH
RECEIVED

CHICAGO TITLE INSURANCE COMPANY
2601 SOUTH 35TH STREET, SUITE 100
TACOMA, WASHINGTON 98409

WHEN RECORDED RETURN TO
DR. ALDO J. VENIER
33782 MARSHALL ROAD
ABBOTSFORD B.C., CANADA V2S 1L1

101748 950756

9.00

STATUTORY WARRANTY DEED

THE GRANTOR

RICHARDS & ASSOCIATES, LTD. 81-1, A CALIFORNIA LIMITED PARTNERSHIP

for and in consideration of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to
VITO ENTERPRISES U.S. LTD., A WASHINGTON CORPORATION

the following described real estate situated in the County of ISLAND

State of Washington:

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEE ATTACHED EXHIBIT

APR 30 1993

AMOUNT PAID 34016.25
MAXINE R. SAUTER
ISLAND COUNTY TREASURER

Dated: April 28, 1993

RICHARDS & ASSOCIATES, LTD 81-1

Maurice F. Richards
BY MAURICE F. RICHARDS — BARBARA RICHARDS

Stanton M. Richards
STANTON M. RICHARDS

Rhodelle M. Richards
RHODELLE M. RICHARDS

Christiane Richards
CHRISTIANE RICHARDS

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

This is to Certify that on APRIL 28, 1993 before me, the undersigned a Notary Public, personally appeared MAURICE F. RICHARDS, BARBARA RICHARDS, STANTON M. RICHARDS, CHRISTIANE RICHARDS AND RHODELLE RICHARDS to me known to be the general partner(s) of RICHARDS AND ASSOCIATES, LTD. 81-1, , a California Limited Partnership and acknowledged the said instrument to be the free and voluntary act and deed of said general partner(s) for the uses and purposes therein mentioned. and on oath stated that they were authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Mary K. Maler
Notary Public in and for the State of California,
Residing at SANTA BARBARA, CALIF. My commission expires on 4-22-93.



4-30-93

EXHIBIT

PARCEL A:

That portion of the C. W. Sumner Donation Land Claim in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Donation Claim;
thence South 0°30' West along the West line of said claim a distance of 53.92 feet;
thence South 89°45' East a distance of 680 feet to the true point of beginning;
thence Southerly parallel with State Road along the West line of said donation Land Claim a distance of 660 feet;
thence South 89°45' East a distance of 638.75 feet;
thence Northerly parallel with said State Road a distance of 660 feet;
thence North 89°45' West a distance of 638.75 feet to the true point of beginning of this description;

EXCEPT the East 10 feet conveyed to the Town of Oak Harbor by Deed recorded under Auditor's File No. 200507, records of Island County, Washington;

ALSO EXCEPT any mobile homes located hereon.

PARCEL B:

That portion of the C. W. Sumner Donation Land Claim in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Sumner Donation Claim;
thence South 0°28'20" West along the West line of said Sumner Donation Land Claim a distance of 383.92 feet;
thence South 89°46'40" East a distance of 276.65 feet to the true point of beginning;
thence continue South 89°46'40" East a distance of 403.35 feet;
thence South 0°28'20" West a distance of 330 feet;
thence North 89°46'40" West a distance of 660 feet to the East margin of 80th Northwest Street, formerly State Highway;
thence North 0°28'20" East along said East margin a distance of 181.87 feet;
thence South 89°46'40" East a distance of 256.65 feet;
thence North 0°28'20" East a distance of 148.13 feet to the true point of beginning;

EXCEPT the West 10 feet thereof as conveyed to the City of Oak Harbor by Deed recorded February 8, 1973, under Auditor's File No. 258669, records of Island County, Washington;

ALSO EXCEPT any mobile homes located hereon.

ALL situated in Island County, Washington.

SUBJECT TO THE RIGHTS OR CLAIMS OF NUMEROUS RENTERS IN POSSESSION OF VARIOUS MOBILE HOME AND RECREATIONAL VEHICLE SPACES CONTAINED IN SAID PREMISES.

SUBJECT TO SECOND HALF 1993 GENERAL TAXES IN THE AMOUNT OF \$7,029.15 WHICH ARE DUE ON OCTOBER 31, 1993.

SUBJECT TO EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED SEPTEMBER 11, 1967 UNDER AUDITOR'S FILE NO. 201231.

4-30-85

CHICAGO TITLE INSURANCE COMPANY

Escrow No.: 101748
Title No.: 000151748

EXHIBIT

SUBJECT TO EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED JANUARY 22, 1970 AND SEPTEMBER 25, 1972 UNDER AUDITOR'S FILE NOS. 227717, 254804 AND 254805.

SUBJECT TO EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED JANUARY 9, 1967 UNDER AUDITOR'S FILE NO. 191914.

SUBJECT TO AGREEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED AUGUST 16, 1972 UNDER AUDITOR'S FILE NO. 253523.

SUBJECT TO ORDINANCE NO. 930 RECORDED NOVEMBER 12, 1992 UNDER AUDITOR'S FILE NO. 92021708.

SUBJECT TO ORDINANCE NO. 929 RECORDED NOVEMBER 12, 1992 UNDER AUDITOR'S FILE NO. 92021709.

85010980

Summer DLc
SAFECO TITLE INSURANCE COMPANY

WARRANTY
FULFILLMENT
DEED

SAFECO

S-31977
\$645.00
Filed for Record at Request of ISLAND TITLE COMPANY

FILED RECORDED

THIS SPACE RESERVED FOR RECORDER'S USE

Island Title Co.
OCT 1 3 42 PM '85

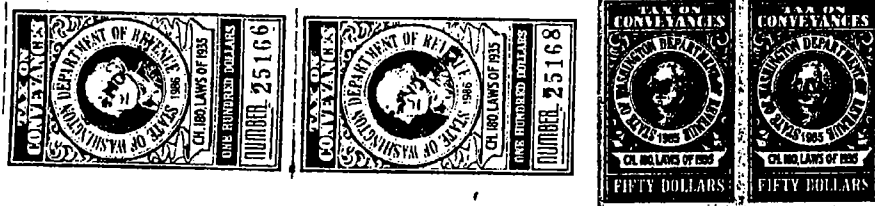
H.H. PFEIFER, AUDITOR
ISLAND COUNTY, WASH.
DEPUTY

NAME Island Title Company
ADDRESS P. O. Box 1050
CITY AND STATE Oak Harbor, WA 98277

THE GRANTOR HANK HORNSTRA and ANNA MAE HORNSTRA, husband and wife
for and in consideration of Ten Dollars and other good and valuable consideration

In hand paid, conveys and warrants to STEPHEN A. HYNES, DR. PHILLIP ALDERMAN, JAUQUES BARBEAU,
and LESLIE M. LITTLE, all married men, as their separate estates
the following described real estate, situated in the County of Island State of
Washington:

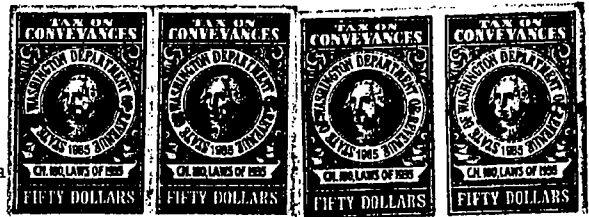
Legal description attached hereto as Exhibit A.



EXCISE TAX PAID
100-776 ON CONTRACT
PATRICIA C. PFEIFER
County Treasurer

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated
19 76, and conditioned for the conveyance of the above described property, and the covenants of warranty herein con-
tained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and
shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said
contract.

Dated September 28th, 19 76
Hank Hornstra
(Individual) Hank Hornstra
Anna Mae Hornstra
(Individual) Anna Mae Hornstra



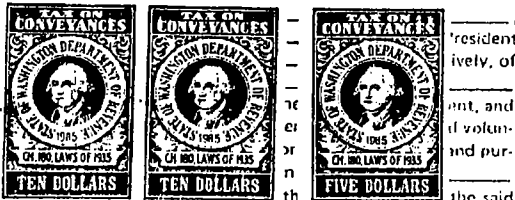
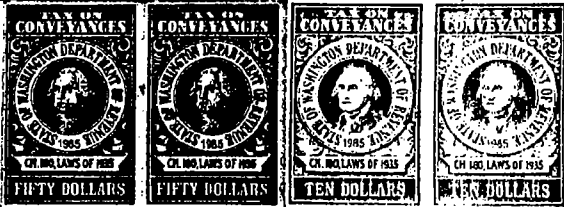
STATE OF WASHINGTON
COUNTY OF King

On this day personally appeared before me
Hank Hornstra and Anna Mae Hornstra

to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowl-
edged that they
signed the same as their
free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 28th
September, 19 76

Notary Public in and for the State of Washington, residing
at: Oak Harbor, WA



instrument and that the seal affixed is the corporate seal of
said corporation.

Witness my hand and official seal hereto affixed the day and
year first above written.

Notary Public in and for the State of Washington, residing

EXHIBIT "A"

PARCEL A:

That portion of the C. W. Sumner Donation Land Claim, in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Donation Claim; thence South 0°30' West along the West line of said claim 52.91 feet; thence South 89°45' East 680 feet to the true point of beginning; thence Southerly parallel with State Road along the West line of said Donation Land Claim, 660 feet; thence South 89°45' East 638.75 feet; thence Southerly parallel with said State Road 660 feet; thence North 89°45' West 638.75 feet to the true point of beginning of this description.

EXCEPT the East 10 feet conveyed to the Town of Oak Harbor, by deed recorded under auditor's file No. 203597, records of Island County, Washington.

PARCEL B:

That portion of the C. W. Sumner Donation Land Claim, in Section 35, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Sumner Donation Claim; thence South 0°28'20" West along the West line of said Sumner Donation Land Claim, a distance of 383.92 feet; thence South 89°46'40" East 276.65 feet to the true point of beginning; thence continue South 89°46'40" East 403.35 feet; thence South 0°28'20" West 330 feet; thence North 89°46'40" West 660 feet to the East margin of 8th Northwest Street, formerly State Highway; thence North 0°28'20" East along said East margin a distance of 181.97 feet; thence South 89°46'40" East 256.55 feet; thence North 0°28'20" East 148.13 feet to the true point of beginning.

EXCEPT the West 10 feet thereof as conveyed to the City of Oak Harbor, by deed recorded February 8, 1973, under auditor's file No. 258669, records of Island County, Washington.

ALL situate in Island County, Washington.

SUMNER DC

382295

SAFECO TITLE INSURANCE COMPANY



SAFECO S-25744

Filed for Record at Request of

FILED RECORDED

THIS SPACE RESERVED FOR RECORDER'S USE
VOLUME PAGE
Island County Title Company
APR 30 3 43 PM '81

H.H. FERRIER, AUDITOR
ISLAND COUNTY, WASH.
DEPUTY

NAME SAFECO TITLE INSURANCE COMPANY
ADDRESS 4th & Vine Building
CITY AND STATE Seattle, Washington 98121

PURCHASER'S ASSIGNMENT
OF CONTRACT AND DEED

382295

THE GRANTOR STEPHEN A. HYNES & D. HYNES, husband and wife, DR. PHILLIP ALDERMAN & JOYCE ALDERMAN, husband and wife, JACQUES BARBEAU & MARGARET BARBEAU, husband and wife, LESLIE M. LITTLE & HEATHER ELIZABETH LITTLE, husband and wife, for value received do hereby convey and quit claim to Richards and Associates, Ltd.

SI-1, a California Limited Partnership, the grantee,

the following described real estate, situated in the County of Island

State of Washington, including any interest therein which grantor may hereafter acquire:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND BY THIS REFERENCE MADE

A PART HEREOF.

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
PAID

APR 30 1981
AMOUNT PAID \$10300
PATRICIA C. PFEIFER
ISLAND COUNTY TREASURER

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 28th day of September, 1976, between Hank Hornstra and Anna Mae Hornstra, husband and wife, as seller and Stephen A. Hynes, Dr. Phillip Alderman, Jacques Barbeau and Leslie M. Little, as purchaser for the sale and purchase of the above described real estate, all married men, each as their separate estate, The grantee hereby assumes and agrees to fulfill the conditions of said real estate contract.

Dated this 29th day of April, 1981.

Stephen A. Hynes (SEAL)
STEPHEN A. HYNES
D. Hynes (SEAL)
D. HYNES

STATE OF WASHINGTON, } ss.
County of King

On this day personally appeared before me Stephen A. Hynes and D. Hynes to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of April, 1981.

[Signature]
Notary Public in and for the State of Washington,
residing at Seattle.

APRIL 29 1981

Dr. Phillip Alderman, by Stephen A. Hynes.
DR. PHILLIP ALDERMAN by Stephen A.
Hynes, his attorney in fact.

Joyce Alderman, by Stephen A. Hynes.
JOYCE ALDERMAN, by Stephen A. Hynes
her attorney in fact.

Jaques Barbeau, by Stephen A. Hynes.
JAQUES BARBEAU by Stephen A. Hynes,
his attorney in fact.

Margaret Barbeau, by Stephen A. Hynes
MARGARET BARBEAU by Stephen A. Hynes,
her attorney in fact.

Leslie M. Little, by Stephen A. Hynes
LESLIE M. LITTLE by Stephen A. Hynes,
his attorney in fact.

Heather Elizabeth Little, by Stephen A. Hynes.
HEATHER ELIZABETH LITTLE, by Stephen A.
Hynes, her attorney in fact.

STATE OF WASHINGTON)) ss
COUNTY OF KING)

On this 29th day of April, 1981, before me personally appeared Stephen A. Hynes, who executed the within instrument as Attorney in Fact for Dr. Phillip Alderman, Joyce Alderman, Jaques Barbeau, Margaret Barbeau, Leslie M. Little and Heather Elizabeth Little and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as attorney in fact for Dr. Phillip Alderman, Joyce Alderman, Jaques Barbeau, Margaret Barbeau, Leslie M. Little and Heather Elizabeth Little for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Dr. Phillip Alderman, Joyce Alderman, Jaques Barbeau, Margaret Barbeau, Leslie M. Little and Heather Elizabeth Little are now living and are not incompetent.

Given under my hand and official seal the day and year last above written.

Stephen A. Hynes
Notary Public in and for the State of
Washington, residing at Seattle.

28578

C.W. Summary DHC

Revenue Stamps

THIS SPACE RESERVED FOR RECORDER'S USE

FILED RECORDED

VOL 212 of RECORDS

PAGE 1

Island County Title Company

AUG 22 4 16 PM '75

E. QUAMRUBEN, AUDITOR
ISLAND COUNTY, WASH.
J. Libby, DEPUTY

COMPANY
101 - MAIN - 3-0870

HERBERT J. DROKER, ATTY.
 ADDRESS 927 SECURITY BUILDING
 SEATTLE, WASH. 98101
 CITY AND STATE 5722

S-14117

ISLAND COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX
 PAID

STATUTORY WARRANTY DEED

AMOUNT PAID \$5945.00

THE GRANTOR WESTERN VILLAGE ASSOCIATES, a Limited Partnership

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
 in hand paid, conveys and warrants to HANK HORNSTRA and ANNA MAE HORNSTRA, his wife
 as Grantee, the following described real estate, situated in the County of Island
 State of Washington:

As described in Exhibit "A" which is by this reference made a part hereof

SUBJECT TO Deed of Trust dated July 1, 1973, recorded July 1, 1973
 under Auditor's File No. 263462 between Western Village Association,
 a limited partnership, as grantor, and William F. Knuckles and
 Dorothy Knuckles, as Beneficiary, which Deed of Trust grantees herein
 assume and agree to pay according to its terms and conditions.

224.00

SUBJECT TO Easement for underground utilities according to the
 instrument recorded under Auditor's File No. 201231;
 SUBJECT TO Covenants, conditions and restrictions contained in that
 certain right of way contract recorded under Auditor's File No. 227717,
 and by instruments recorded under Auditor's File Nos. 254804 and 254805.
 SUBJECT TO Easement for sewer hookup over the west 20 feet of Parcel B
 as contained in instrument recorded under Auditor's File No. 191914.
 SUBJECT TO AND TOGETHER WITH an Easement recorded under Auditor's
 File No. 253523.

Dated this 14th day of August, 1975

WESTERN VILLAGE ASSOCIATES (SEAL)
 a Limited Partnership
 By: William G. Stromblad (SEAL)
 William G. Stromblad, General Partner

STATE OF WASHINGTON
 County of KING

On this 18th day of August, 1975, before me, the
 undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

William G. Stromblad

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me
 that he signed and sealed this said instrument as his free and voluntary act and deed for the
 purposes therein mentioned



Witness my hand and official seal this 18th day of August, 1975

Herbert J. Droker
 Notary Public in and for the State of Washington,
 residing at Bellevue

Island Title

EXHIBIT "A"

PARCEL A:

That portion of the C. W. SUMNER DONATION LAND CLAIM in Section 35, Township 33 North, Range 1, East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Donation Claim; thence South $0^{\circ}30'$ West along the West line of said claim 53.92 feet; thence South $89^{\circ}45'$ East 680 feet to the true point of beginning; thence Southerly parallel with State Road along the West line of said Donation Land Claim, 660 feet; thence South $89^{\circ}45'$ East 638.75 feet; thence Northerly parallel with said State Road 660 feet; thence North $89^{\circ}45'$ West 638.75 feet to the true point of beginning of this description; EXCEPT the East 10 feet conveyed to the Town of Oak Harbor by deed recorded under auditor's file No. 200507, records of Island County, Washington.

PARCEL B:

That portion of the C. W. SUMNER DONATION LAND CLAIM in Section 35, Township 33 North, Range 1, East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Sumner Donation Claim; thence South $0^{\circ}28'20''$ West along the West line of said Sumner Donation Land Claim, a distance of 383.92 feet; thence South $89^{\circ}46'40''$ East 276.65 feet to the true point of beginning; thence continue South $89^{\circ}46'40''$ East 403.35 feet; thence South $0^{\circ}28'20''$ West 330 feet; thence North $89^{\circ}46'40''$ West 660 feet to the East margin of 80th Northwest Street, formerly State Highway; thence North $0^{\circ}28'20''$ East along said East margin a distance of 181.87 feet; thence South $89^{\circ}46'40''$ East 256.65 feet; thence North $0^{\circ}28'20''$ East 148.13 feet to the true point of beginning; EXCEPT the West 10 feet thereof as conveyed to the City of Oak Harbor, by deed recorded February 8, 1973, under auditor's file No. 258669, records of Island County, Washington.

All situate in Island County, Washington.

Shipping
Company
Name
Address
City
State
Zip

C.W. Sumner DC

(91) (176) (27)

263460

JUL 2 1973
JUL 2 1973
JUL 2 1973
JUL 2 1973
JUL 2 1973
JUL 2 1973
JUL 2 1973
JUL 2 1973

STATUTORY WARRANTY DEED

THE GRANTORS WILLIAM F. KNUCKLES and DOROTHY KNUCKLES,
LT-15776 husband and wife, for and in consideration of FIVE HUNDRED THREE
THOUSAND (\$503,000.00) DOLLARS, in hand paid, conveys and warrants
to WESTERN VILLAGE ASSOCIATES, a Limited Partnership, the follow-
ing described real estate, situated in the County of Island,
State of Washington:

PARCEL "A": That portion of the C.W. Sumner Donation Claim in
Section 35, Township 33 North, Range 1, East W.M., described as
follows:
Beginning at the Northwest corner of said Donation Claim; thence
South 0°30' West along the West line of said claim 53.92 feet;
thence South 89°45' East 680 feet to the true point of beginning;
thence Southerly parallel with State Road along the West line of
said Donation Claim 660 feet; thence South 89°45' East 638.75
feet; thence Northerly parallel with State Road 660 feet; thence
North 89°45' West 638.75 feet to the true point of beginning of
this description; EXCEPT the East 10 feet conveyed to the Town
of Oak Harbor by deed recorded under Auditor's File No. 200507,
records of Island County.

PARCEL "B": That portion of the C.W. Sumner Donation Claim in
Section 35, Township 33 North, Range 1 East W.M., described as
follows:
Beginning at the Northwest corner of said Sumner Donation Claim
thence South 0°28'20" West along the West line of said Sumner
Donation Claim, a distance of 381.92 feet; thence South 89°46'40"
East 276.65 feet to the true point of beginning; thence continue
South 89°46'40" East 403.35 feet thence South 0°28'20" West 330
feet; thence North 89°46'40" West 660 feet to the East margin of
80th N.W. Street, formerly State Highway; thence North 0°28'20"
East along said East margin a distance of 181.87 feet; thence
South 89°46'40" East 256.65 feet; thence North 0°28'20" East
148.13 feet to the true point of beginning; EXCEPT the West 10
feet thereof as conveyed to the City of Oak Harbor, by deed re-
corded February 8, 1973, as Auditor's File No. 258669.
Situate in the County of Island, State of Washington.

Subject to real estate taxes for the last one-half of
1972 in the sum of \$998.85.

Subject to Easement to Puget Sound Power and Light
Company for underground electric line as shown of record, File
No. 201231 records of Auditor of Island County, Washington.

Also subject to Easements to Cascade Natural Gas
Corporation, File No. 227717 and File No. 254804 and File No.
254805, records of Auditor of Island County, Washington.

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
PAID

JUN 2 1973

AMOUNT PAID \$ 5030
DORIS E. ZYLSTRA
ISLAND COUNTY TREASURER

JUN 2 1973



Also subject to Easement for sewer line reserved in deed recorded as File No. 191914 records of Auditor of Island County, Washington.

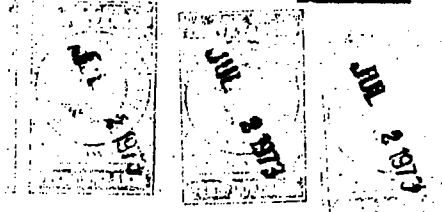
JUL 2 1973

Said property is subject to a mortgage to Everett Trust and Savings Bank which was in original amount of \$60,000.00 which the Grantors agree to pay, all payments to be made prior to delinquency. Grantors reserve the right to refinance or place a new mortgage on either Parcel A or Parcel B, but any mortgage balance due shall at no time exceed the amount owing by Grantee to Grantors upon the two promissory notes of purchasers evidencing portion of the purchase price and secured by Deed of Trust upon the above described property.



Grantors agree not to build, develop or operate another mobile home park on Whidbey Island, Washington.

Dated this 2nd day of July, 1973.



William F. Knuckles
Dorothy Knuckles

JUL 2 1973

STATE OF WASHINGTON,) ss
COUNTY OF SNOHOMISH,)

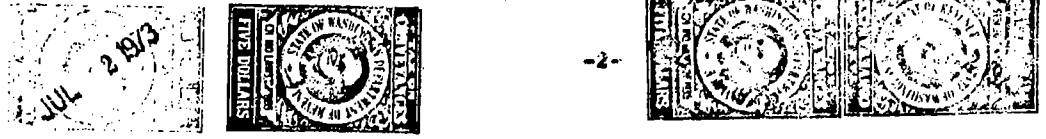
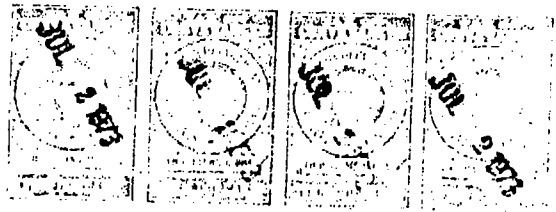
JUL 2 1973

On this day personally appeared before me WILLIAM F. KNUCKLES and DOROTHY KNUCKLES, to be known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of July, 1973.



Arthur M. Newton
Notary Public in and for the State of Washington, residing at Everett.



JUL 2 1973

191914

SUMNER D.C. (A)



SECURITY TITLE INSURANCE COMPANY OF WASHINGTON

1100 SECOND AVENUE, SEATTLE, WASHINGTON 98101, MAIN OFFICE

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE
RECORDED
Vol. 157 - Deed
PAGE 515 REMBERS
Island County Title Company
JAN 9 3:16 PM 1967

NAME Harrington + Eick Realty
ADDRESS 1584 Midway Blvd
CITY AND STATE O.K Harbor



Statutory Warranty Deed

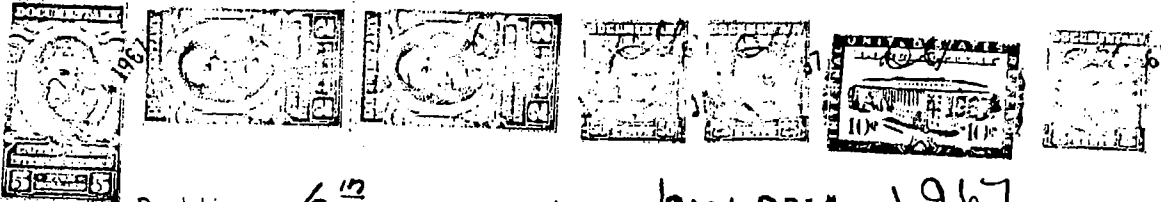
ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
PAID

JAN 9 1967

AMOUNT PAID \$90.00
HARRY LANG
ISLAND COUNTY TREASURER

THE GRANTOR Herman Mackey and Christine Mackey, husband and wife
for and in consideration of Ten dollars (\$10.00) and Other Good and Valuable Consideration
in hand paid, conveys and warrants to Ray W. Bishop, Jr. and Evelyn R. Bishop, husband & wife
the following described real estate, situated in the County of Island, State of Washington:
That portion of the C.W. Sumner D.C. in Section 35, Township 33 North, Range 1 East W.M., described as follows:
Beginning at the northwest corner of said Sumner D.C.; thence S 0° 28' 20" W, along the west line of said Sumner D.C., a distance of 333.02 feet; thence S 89° 46' 40" E 385.65 feet to the true point of beginning; thence continue S 99° 46' 40" E 294.35 feet; thence S 71° 28' 20" W 330.00 feet; thence N 89° 46' 40" W 660.00 feet to the east margin of the state highway; thence N 0° 29' 20" E, along said east margin, a distance of 210.37 feet; thence S 89° 46' 40" E 365.65 feet; thence N 0° 29' 20" E 119.13 feet to the true point of beginning. Containing 4.00 Acres.

Grantor's reserve an easement over the West 20 feet of this description for purpose of connecting grantors adjacent property to the North, to existing sewer trunk line located in 20th N.W. Street.



Dated this 6th day of January 1967

Herman Mackey (SEAL)
Christine Mackey (SEAL)
Christine Mackey

STATE OF WASHINGTON

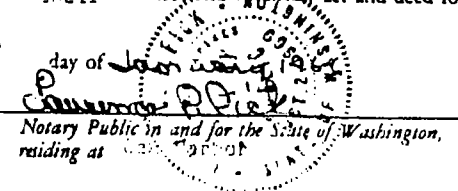
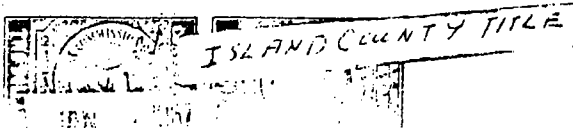
County of Island

On this Sixth day of January 1967, before me, the

undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Herman Mackey and Christine Mackey, husband and wife

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed this said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of January 1967
Notary Public in and for the State of Washington,
residing at



Is there a charge for restoring my electric service after it's been disconnected?

Yes. After satisfactory payment arrangements have been made with the company the following reconnection charges apply:

- \$37 for same day reconnections ordered during normal service hours (7 am - 7 pm, Mon. thru Fri., except holidays).
- \$37 for reconnections ordered after hours, but made during normal service hours the next day.
- Subject to availability and Puget Sound Energy's agreement, reconnections scheduled between 7:00pm and 7:00am (the following day) are subject to a reconnection charge of \$74.

If shutting off my electric service would cause me a medical emergency, what can I do?

If you receive a disconnect notice, notify Puget Sound Energy that a medical emergency exists. We will extend the date of termination for five additional business days to allow you to obtain a written certification of the medical emergency. The certification must include the name of the person affected and relationship to the customer being billed for service, a description of the health condition, an explanation of how disconnection of service will affect the ill person, a statement of how long the condition is expected to last, a list of equipment for which electricity is required and the name, title and signature of the medical professional certifying the emergency. This certificate will postpone termination of service for up to 30 days. If termination of service has already occurred, notify Puget Sound Energy immediately that a medical emergency exists and we will reinstate your electric service. Failure to obtain written proof verifying your medical emergency within five business days may result in the disconnect of your service following an additional 24-hour notice to your premises.

May I designate a third party to receive notice of termination or other matters affecting my electric service?

Yes. Puget Sound Energy may also designate an appropriate social agency to act as a third party, if you are unable to understand the impact of termination of service and you have not designated a third party to act in your behalf.

Does Washington state law prohibit termination of electrical service to qualifying low-income space heating customers during the winter heating season?

Yes. The law creates a moratorium on disconnection of residential space heating service to qualified low-income customers during the November 15 through March 15 period. A customer may qualify for the winter utility moratorium if the total aggregate income of all household members does not exceed the maximum allowed for eligibility under the state's plan for low-income energy assistance and if he/she agrees to take the necessary actions required by law. For complete details, call 1-888-225-5773.

PROPERTY RESPONSIBILITIES

What electric equipment at my premises belongs to Puget Sound Energy?

All meters, service lines, transformers and other equipment furnished by Puget Sound Energy on your premises belong to Puget Sound Energy, regardless of whether you may have contributed to their purchase.

What are my responsibilities regarding Puget Sound Energy property?

Our customers must use proper care to protect Puget Sound Energy property which is on their premises. In the event of loss or damage to Puget Sound Energy property resulting from customer neglect, carelessness or misuse, the cost of necessary repairs or replacement would be the customer's responsibility to pay.

Can Puget Sound Energy refuse to provide electric service if the premises to be served has insufficient or improper wiring or equipment?

Yes. We can refuse to provide electric service if your wiring, equipment or lack of protective devices present a hazard to the public or could damage your equipment, our equipment or impair service to other Puget Sound Energy customers. The Department of Labor and Industries is responsible for the inspection.

Should I give Puget Sound Energy notice if I plan to increase my electrical load?

Yes. You must give Puget Sound Energy notice before making any additions to a connected electrical load in order to prevent damage to our equipment or impairment of yours or other customers' service.

If I need to do work on my premises that might damage Puget Sound Energy property, what should I do?

If you have any questions regarding any activity that could potentially damage our property, please call 1-888-225-5773. Failure to do so could lead to your liability for damages.

What are my responsibilities to protect my property from damage?

You are responsible for providing adequate protection for your own electrical equipment and property. Electrical service can be unavoidably affected by windstorms, trees touching or breaking power lines, vehicles running into power poles, underground cable damage, etc. None of these is the fault of Puget Sound Energy nor our customers, but they can result in damage to electrical equipment. If you have questions or would like additional information regarding protection from electrical damage, please call 1-888-225-5773.

SETTLEMENT OF COMPLAINTS AND DISAGREEMENTS

What can I do if I have a complaint or disagreement with Puget Sound Energy?

If you have a complaint or disagreement with us, please call us at 1-888-225-5773. Any complaint or disagreement will be investigated promptly and the results reported to you. Corrective action, if required, will be taken as soon as possible. If your complaint cannot be resolved through initial contact, you have the right to request that it be considered by Puget Sound Energy supervisory personnel. If your complaint is still unresolved, you may appeal to the Washington Utilities and Transportation Commission.

We hope you will familiarize yourself with your rights and responsibilities as our customer by reading and retaining this guide. For more detail about customer rights and responsibilities, if you would like to receive information about our current rates for electrical or natural gas service or if you have questions about any other services, please call us.

PSE'S CUSTOMER SERVICE GUARANTEE

When you make a service appointment with Puget Sound Energy, we'll be there on time. If we cannot meet our commitment, we'll credit \$50 to your PSE bill. Here is our guarantee:

- We will connect new permanent service lines and meters when mutually agreed.
- We will re-establish existing natural gas or electric service when mutually agreed.
- We will keep natural gas equipment-service appointments when mutually agreed.

This guarantee applies in the absence of major storms, earthquakes, supply interruptions, or other significant adverse events beyond our control. In those cases, appointments will be rescheduled as soon as possible.

EMERGENCY CONTACTS

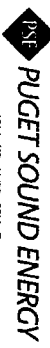
To report a natural gas or electric emergency, or a power outage, 24 hours a day, call 1-888-225-5773.

Para informar sobre la emergencia del fallo de gas o electricidad 24 horas al día, llame 1-888-225-5773.

若欲報告有關煤氣或電力故障，或停電，每天24小時均可致電 1-888-225-5773。

Чтобы сообщить об аварии, связанной с природным газом или электроэнергией, или о перебое в подаче электроэнергии, звоните по телефону 1-888-225-5773 круглосуточно.

Besides these, we can translate other languages too. Just call



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Questions & Answers

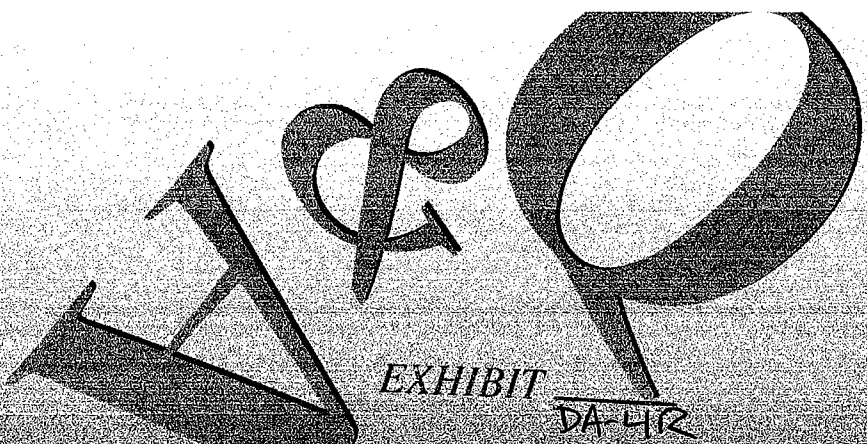


EXHIBIT DA-41R



FOR PUGET SOUND ENERGY THROUGH CUSTOMERS

Puget Sound Energy provides electric service to more than 800,000 Washington state customers, from Poulsbo to Ellensburg and from the Canadian border to south of Puget Sound. More than 20,000 new electric customers each year move into our service area.

Most of our customers simply tell us when to start electric service and establish credit with us. We then provide access to electricity and it is used whenever it is needed. We send a bill for the electricity used and we ask for the bill to be paid when it's due. Upon a move, with a simple call to us, billing will be discontinued. As simple as that sounds, questions do come up.

The purpose of this customer guide is to provide you with answers to questions you may have and to outline your rights and responsibilities as a customer. If any of your questions are not answered here, please call us at 1-888-225-5773. We'll be glad to help you.

SETTING UP YOUR ELECTRIC SERVICE

How do I obtain service?

Just call Puget Sound Energy at 1-888-225-5773 during business hours.

What is the service charge for setting up a new account with Puget Sound Energy?

\$6.10.

Is there a fee to turn on my electrical service?

Yes. If the electric service is disconnected, the following reconnection charges apply:

- \$24 for same day connections ordered during normal service hours (7 am - 7 pm, Mon. thru Fri., except holidays).
- \$24 for connections ordered after hours, but made during normal service hours the next day.
- Subject to availability and Puget Sound Energy's agreement, connections scheduled between 7:00pm and 7:00am (the following day) are subject to a connection charge of \$61.

As a residential customer, how do I establish credit with Puget Sound Energy?

By meeting any one of the following criteria, and in certain circumstances, by paying a security deposit.

How to establish credit:

- Have been a Puget Sound Energy customer for six consecutive months during the 12 months prior to your new request, provided there were no disconnects for failure to pay during that period and that no more than one delinquency notice was sent to you.

- Have been a customer of a utility similar to Puget Sound Energy, from which a satisfactory payment record is available and can be verified by Puget Sound Energy.

- Have been employed full-time by no more than two employers for 12 consecutive months prior to the request for service, provided you are currently employed or have a regular source of income.

- Have a significant legal ownership in the premises to be served by Puget Sound Energy.
- Furnish a satisfactory guarantor to secure payment of your Puget Sound Energy bills.

What access to my property must I provide to Puget Sound Energy employees?

You must provide access for meter reading and other utility operations.

What is Puget Sound Energy's service charge for a returned check for electric service?

\$16.00.

SERVICE DEPOSITS

Under what circumstances will Puget Sound Energy require a deposit?

We may require a deposit under these circumstances:

- If you are not currently employed or able to demonstrate a regular source of income.
- If you fail to establish satisfactory credit history.
- If your electric or gas service of a similar type was discontinued for nonpayment within the previous 12 months.
- If there is an overdue unpaid balance owing to any electric or gas utility.
- If two or more delinquency notices were sent to you by any other electric or gas utility during the previous 12 months.
- If you do not own or are not purchasing the premises to be served.

If I am required to pay a deposit, how much will it be and how must I pay it?

If you are to be billed on a monthly basis, a deposit equating two months (1/6) of the estimated annual bill will be required. If you will be billed bi-monthly, a deposit equating three months (1/4) of the estimated annual bill will be required.

If you are unable to pay the entire deposit in advance of your service being connected, you may pay one-half in advance and the remainder during the first two months of service.

If you are unable to pay the required deposit, you may be billed and prepay each month for your estimated electricity use and prepay for any new-service installation charges that may be necessary. This pre-payment arrangement would be required for the length of time your normal deposit would be required (a minimum of one year).

When are deposits refunded?

Whichever comes first:

- Your deposit will be refunded, with interest, when satisfactory payments have been made over a period of 12 consecutive months or
- Your deposit will be applied to your ending balance when your account is closed.

DELINQUENT BILLS AND DISCONNECTED SERVICE

When is my Puget Sound Energy bill delinquent?

If it is unpaid by the due date shown on the bill, it's delinquent. The due date is 15 days after the bill is mailed to you.

Is there a charge if my bill is delinquent?

Yes, there is a one percent per month Late Payment Fee if a bill remains unpaid for more than 30 days after it is mailed to you.

If my bill is delinquent, will Puget Sound Energy disconnect my electricity?

We may disconnect electric service to customers with delinquent accounts, but only if we've done both of the following:

- Provided you, either by mail or personal delivery, written notice to inform you of the impending disconnect. Our written notices must also describe procedures related to your situation and how you can contact Puget Sound Energy.
- Made a good faith, bona fide effort, either by telephone or in person, to inform you of the impending disconnect and the reasons for it.

Assuming Puget Sound Energy has met its obligation to inform me of my delinquent account and the possible disconnection of my service, when could my service be stopped?

If written notice has been issued by mail from Puget Sound Energy, service may be disconnected on the eighth business day following mailing of the notice. If the written notice is hand-delivered, electric service may be disconnected after 5 p.m. on the first business day following delivery.

Can Puget Sound Energy disconnect my electrical service on a weekend or legal holiday?

No.

If a representative of Puget Sound Energy comes to my residence to disconnect my electrical service, may I pay the representative the amount owing on my bill and avoid the disconnect?

Yes. However, you will also be charged a Disconnect-Visit Charge of \$13. Any payment you make in excess of what is due will be credited to your account because Puget Sound Energy field representatives do not carry change.

What if my landlord pays for my electric service and his/her account becomes delinquent?

In cases when electric service is provided through a master meter or when Puget Sound Energy has reason to believe service is provided to other than the customer on record, we will make every effort to inform the occupant at the service address of the possible disconnect. Upon request, Puget Sound Energy will allow five days for occupants to arrange for continued service.

Will Puget Sound Energy disconnect my electricity if I am in the process of resolving differences between them and me regarding my bill?

Electric service will not be disconnected while you are pursuing any remedy or appeal regarding correctness of a bill, provided any amounts not involved in a bona fide dispute are paid in full.

If I have received a delinquency notice and I pay the bill at a Puget Sound Energy authorized pay station, will I still run the risk of having my electric service disconnected?

No, provided you inform Puget Sound Energy that the delinquent bill has been paid at a pay station and provided that payment can be verified.

If my electric service has been disconnected, when will service be restored?

Electric service will be restored when the cause for the disconnect has been removed and when payment of all appropriate charges, including any deposit due from you, has been made. If payment is made to a Puget Sound Energy employee in the field it must be in the form of a check or money order. FSS will try to make reconnections during normal business hours within 24 hours after arrangements are made.

Bork, Molly R

From: Roger Kouchi [rkouchi@wutc.wa.gov]
Sent: Wednesday, August 31, 2005 8:10 AM
To: Bork, Molly R
Cc: Suzanne Stillwell; David Pratt; Tani Thurston
Subject: RE: WA - UTC request 94378 for Western Village Mobile Home Park

Molly - Actually, I upheld the consumer in this instance. I know Schedule 85 shows a definition of nonresidential service for mobile home parks. However, (in my opinion), this definition only applies to mobile home parks with a master meter. I can't see how the company can justify classifying a mobile home park that has individual meters installed by PSE and billed by PSE as residential service as nonresidential. It just doesn't make sense to me. I did NOT allege any violations. However, it appears that the consumer might be able to allege a violation of PSE's tariff 15. Staff upheld PSE in the [redacted] Mobile Park because it appears that [redacted] Mobile Park is master metered.

I believe the consumer will be filing a formal complaint regarding this issue. Thank you.

Roger Kouchi
WUTC Consumer Affairs
PO Box 47250
Olympia, WA 98504
1-800-562-6150; 360-664-1101
fax: 360-664-4291
E-mail: rkouchi@wutc.wa.gov

"Bork, Molly R"
<molly.bork@pse.com>

To

"Roger Kouchi"
08/31/2005 08:01 AM <rkouchi@wutc.wa.gov>
cc

Subject

RE: WA - UTC request 94378 for
Western Village Mobile Home Park

Roger:
I don't see a disposition. Was the Company Upheld?

Bork, Molly R

From: Roger Kouchi [rkouchi@wutc.wa.gov]
Sent: Thursday, September 01, 2005 4:42 PM
To: Bork, Molly R
Cc: Suzanne Stillwell; Tani Thurston
Subject: RE: WA - UTC request 94378 for Western Village Mobile Home Park

Molly - Thank you for your feedback. I can record PSE's objection to the disposition that I selected (i.e., Consumer Upheld). In my opinion, the definition of nonresidential should NOT be applied to individually metered mobile home parks where the meters are owned and maintained by PSE. PSE is billing the individual customers at residential rates. If PSE wants a ruling on this issue, PSE may file for a declaratory ruling (formal process). PSE may get a ruling anyway if the consumer files a formal complaint.

PSE's argument that the mobile home park should be responsible for maintaining all the underground cable on the park because of the excessive maintenance costs due to the fact that the park owners install pads and other facilities over PSE's cable (an easement issue). If a homeowner builds and extension over PSE's facilities, PSE does not make the homeowner responsible for maintaining the buried electric line. PSE bills the consumer time and material to move the line or fix the line because of the additional costs associated with building over the easement. In my mind, the situation presented by the mobile home park is NO different ... just on a larger scale.

The definition of nonresidential does make sense for mobile home parks in a master meter situation.

Roger Kouchi
WUTC Consumer Affairs
PO Box 47250
Olympia, WA 98504
1-800-562-6150; 360-664-1101
fax: 360-664-4291
E-mail: rkouchi@wutc.wa.gov

"Bork, Molly R"
<molly.bork@pse.com>

To

"Roger Kouchi"

09/01/2005 04:13 PM <rkouchi@wutc.wa.gov>
cc

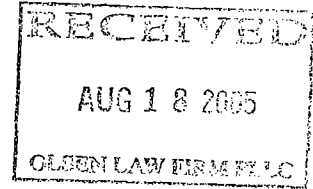
Subject

RE: WA - UTC request 94378 for
Western Village Mobile Home Park



PUGET SOUND ENERGY

Puget Sound Energy, Inc.
P.O. Box 97034
Bellevue, WA 98009-9734



August 16, 2005

Olsen Law Firm PLLC
Mr. Walter H. Olsen, Jr.
604 W. Mecker Street, Suite 101
Kent, WA 98032

Re: Western Village Mobile Home Park

Dear Mr. Olsen,

This reply is in response to your letter to Mr. Wes Gibbs dated July 14, 2005. In accordance with the tariff provisions of Puget Sound Energy's Electric Tariff Schedules 80 and 85, we agree that your client, Western Village Mobile Home Park (the "Park"), is not responsible for the cost to repair the failed underground service line within the Park. Most park owners, however, assume this responsibility on behalf of the tenant rather than forcing the tenant to pay for such repairs.

The tariff provision that pertains to ownership and repair responsibilities for underground service lines is found in Schedule 85. Service to mobile home parks is defined as "Non-Residential." Paragraph 2.a) on sheet 85-f states the following:

2. Non-Residential Secondary Voltage Services

a) Underground Service

The Customer shall be responsible for ownership and operation of all underground services and for all costs of installation, maintenance, and replacement thereof.

Schedule 80 (General Rules And Provisions which are incorporated into Schedule 85) defines "Customer" as the person who is receiving electric service from the Company – in this case the Park tenant.

Despite the initial confusion regarding responsibility for the repairs in question, I want to assure you that the Company did not take any action to cut off service to your tenant, as suggested in your letter. PSE initially installed an auto-transformer as a temporary measure to restore service to the Customer when one leg of the service line in question failed. On August 4, 2005, the second leg of the service in question failed. This second failure – and not any removal of the auto-transformer by PSE – caused the auto-transformer solution to be no longer effective. PSE then repaired the service line to restore service to the Customer.

EXHIBIT _____
DA-lor

Olsen Law Firm PLLC
Mr. Walter H. Olsen, Jr.
August 16, 2005
Page 2

While the Park's tenant – PSE's Customer – is responsible for the costs of the repair, PSE has determined that it will forego assessing the Customer for those costs in this case because of PSE's initial miscommunication with the Park regarding the responsible entity. Among other things, Customers sometimes prefer to hire their own contractor to perform such work rather than having to pay the rates of PSE's service providers.

If you or the Park have any questions about this matter, please contact Mr. Lynn Logen at 425-462-3872.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl R. Karzmar". The signature is fluid and cursive, with a small "for" written at the end.

Karl R. Karzmar
Director, Regulatory Relations

cc: Kirstin Dodge, Perkins Coie
Doug Anderson, Western Village Mobile Home Park