820 PACIFIC POWER Form 4107 7/78

PACIFIC POWER & LIGHT COMPANY M WEATHERIZATION PROGRAM

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65463

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

reement is made this 3rd day of January 19 19 between Pacific Power & Light Company L'Pacific")

Kobert K M CArthur and Kaylen M Arthur ("Homeowners").

10 18 2 Alva Avenue Klamath Falls Klamath Oregon

(address)

(county) which is more particularly described as:

Lot.1 Block 5 Winema Gardens 2nd Addition

hereinalter referred to as "the property."

2. Pacific shall cause insulation and weatherization materials to be instal. It into meowners' home as follows:

| Storm windows (approx 187 sq.ft.)

Weatherstrip 2 doors

Insulate affic to an R38 value

Insulate Floor to an R19 value with vapor barrier (Wrap water piper)
The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2050.80

3. LIMITED WARRANTY PROVISION

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above.

Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry standards. If installation is not installed in a workmanlike manner, Pacific, at no expense to the Homeowners, will cause any deficiencies to be

Corrected.

If upon completion of installation, Homeowners believe the work is deficient. Homeowners must contact the Manager, Weatherization Services Department, Pacific Power & Light Company, Public Building, 920 S.W. S vth Avenue, Portland, Oregon 97204, (503) 243-1122, or the District Manager at their local Pacific Power & Light Company district office.

EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER WARRANTIES, ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO THE 90 DAYS FROM THAT DATE, HOMEOWNERS, REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXSEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

NOTE: Some states do not allow limitations on how long an insplied warranty lasts, so the above limitation may not apply to you.

Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to

you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Facific conducts Home Energy Analyses at the request of its customers to determine the cost-effectiveness of insulation and weatherization based upon a erage consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy use, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

Pacific may petition the appropriate Oregon Legislature to amend current law to allow the Company, rather than individual owner-occupants, to receive the benefit of any tax credit accruing from the installation of energy saving materials provided for herein.

4. HOMEOWNERS' OBLIGATION TO REPAY

Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization prior to the sale or transfer of any legal or equitable interest in any part of the property, except that in the case of a transfer due to death, such payment shall be due at the time title of the property is deemed to pass to any other person. Homeowners other than natural persons (corporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

5. HOMEOWNERS' OBLIGATION TO NOTIFY

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5. HOMEOWNERS OBLIGATION TOTALIFT

Homeowners shall notify Pacific in writing of the sale or transfer of any legal or equitable interest in any part of the property, whether it is voluntary or involuntary. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer, and not later than one week before the excepted sale or transfer. The notice must include the name of the Homeowners, the address of the property, the name of the person to which the property is being sold or transferred, and the name of any person or company who is acting as a closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons owe to Homeowners.

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6. SECURITY INTEREST To every the Romonovaria oldipations is vein. Progromers hereby sourtages to Pacific the groupers, receptions with all powers and features allowed to the following data of the following data in the following data is now the services to occur apply allowed to the following data is the following data to follow the called prior to the recording date of this agreement. 7. PERFECTION OF SECURITY INTEREST Pacific may record this agreement to the pounty real property records, and Homeowners also execute any other documents deemed necessary by Pacific to prefer this security interest. 8. Each Homeowners who signed to the pounty real property records, and Homeowners also discounted the pounty of the following upon the successors and assigns of the parties. Homeowners also not assign this agreement without the written content of Pacific. 9. This document contains the entire agreement between the parties rad shall not be modified except by a written instrument signed by the parties. 10. HOMEOWNERS RIGHT TO CANCE. If this agreement was selicated as a place offer than the offices of Pacific. and you do not wrent the parties of the parties. 10. HOMEOWNERS RIGHT TO CANCE. If this agreement was selicated as a place offer than the offices of Pacific. 10. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF TAYS AGREEMENT. Propositify agreement has been a surface of the parties and parties of the parties. Pacific to the parties and parties of the pacific a	apply someons, improvements, and instance and instance and apply some apply some apply some apply some apply some apply some and some apply som	nd future it to occur
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