81687 PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

go Page 4527

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

This agreement is made this 5 day of JULY and JOSEPH K. LONEY and E. Honewars represent that they are the owners or contract 2008 Herne date Rd. Kl which is more particularly described as:	Jaine K In	between Pacific Power on ey lamath (ربــــــــــــــــــــــــــــــــــــ	y ("Pacific") neowners"). 9760 tzip code)
Pleasant Homes Tract #2	S			
hereinafter referred to as "the property." 2. Pacific shall cause insulation and weatherization materials of suant to current Company Specifications. X Storm Windows: Install	hecked below (subject to not roximatel) 153 sq. ft.	lations) to be installed	l in Homeowner's l	iome pur-

X Moisture Barrier: Install moisture barrier in crawl space.
X Other: Wrap hot and cold water pipes.

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$_

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

If upon completion of installation, Homeowners believe the work is delicient, Homeowners must contact the Manager, Weatherization Services Department, Pacific Power & Light Company, Public Building, 926 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the

Services Department, Pacific Power & Light Company, Public Building, 926 S.W. Sixth Avenue, Portland, Oregon 97204, 10001 240-1122, 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 HOMEOWNERS, WHL START UPON COMPLETION OF THE INSTALLATION OF THE INSULATION, AND WILL TERMINATE 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 EX-OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to

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

Pacific conducts Home Energy Analyses at the request of its customers to determine the cost-effectiveness of insulation and weatherization based upon average 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 faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

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 for consideration of any legal or equitable interest in any part of the property. Homeowners other than natural persons from with said of contract of the insulation and weatherization within seven years of the 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

Homeowners shall notify Pacific in writing of the sale or transfer for consideration 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 for consideration, and not later than one week before the expected sale or transfer. The notice must include the name of the Homeowners, the address of the tion, and not after than one week before the expected sine or transfer, a ne notice must include the name of the person to whom 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

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future afforderes, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur affordering improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur affordering includes in the following dates:

of the following dates:

(1) the date on which any legal or equitable interest in any part of the property is transferred;
(2) the date on which any legal or equitable interest in any part of the property which does not exist as of the date of this agreement is created, including without limitation any deed, lien, mortgage, judgment or land sale contract;
(3) the date on which any action or suit is filed to forcelose or recover on the or costs. menuing without mutation any deed, i.en, mortgage, judgment or tand safe contract;

(3) the date on which any action or suit is filed to foreclose or recover on the property or any part thereof for any mortgage, lien, judgment or the date on which any action or suit is then to foreclose or recover on the property or any part thereof tor any nother encumbrance on the property or any part thereof which existed prior to the recording date of this agreement.

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by

- 3. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this agreement. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the agreement of Pacific Pacific to perfect this security interest.
- 9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the written consent of Pacific.

10. INMEANWAGED INVESTIGATION OF THE OFFICE OF Pacific, and you do not want the goods or services, you may cancel this sement without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not want without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must be mailed to: parties. 10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE)

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