

86563

PACIFIC POWER & LIGHT COMPANY
WEATHERIZATION PROGRAM

Vol. M Page 12524

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE
(LIMITED WARRANTY)

This agreement is made this 2 day of January, 19 80, between Pacific Power & Light Company ("Pacific") and Velma Clark ("Homeowners").
1. Homeowners represent that they are the owners or contract vendees of the property at:
1325 California Klamath Falls Oregon 97601
(address) (county) (state) (zip code)
which is more particularly described as:

See Exhibit A attached hereto:

hereinafter referred to as "the property."

2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specifications.

- ☒ Storm Windows: Install 7 window(s) totalling approximately 143 sq. ft.
- ☒ Storm Doors: Install 1 doors.
- ☒ Weatherstrip 3 doors.
- ☐ Sliding Doors: Install doors.
- ☒ Ceiling Insulation: Install insulation from an estimated existing R- 11 to an estimated R- 38, approximately 906 sq. ft.
- ☒ Floor Insulation: Install insulation from an estimated existing R- 0 to an estimated R- 19, approximately 666 sq. ft.
- ☒ Duct Insulation: Install duct insulation to an estimated R-
- ☐ Moisture Barrier: Install moisture barrier in crawl space.
- ☒ Other: Wrap exposed hot and cold water pipes.
Install two roof vents.

The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1645.15

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. Sixth 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 HOMEOWNERS, WILL 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 EXPRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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 you.

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 (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

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 property, 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 owe to Homeowners.

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EXHIBIT "A"

12526

That portion of Lot 2, Block 93, Buena Vista Addition to the City of Klamath Falls, Oregon, described as follows:

Beginning at the southwest corner of said Lot 2, thence in a northerly direction along the East line of California Avenue 19.63 feet to the beginning of an 11 degree 37' curve to the right; thence along said curve 26.2 feet to the southwest corner of premises described in deed from Ernest E. Wallin and Anna Wallin, husband and wife, to James H. Wilson and Irene M. Wilson, recorded April 24, 1948 in Book 219, page 427, Deed Records of Klamath County, Oregon; thence on a radial line of said curve in an easterly direction, and along the south line of said Wilson premises, 139.6 feet to a point on the easterly line of said Lot 2; thence southerly along the easterly line of said Lot 2, a distance of 38.5 feet to the southeast corner thereof; thence westerly 140 feet to the point of beginning. Also, the portion of Lot 3, Block 93, Buena Vista Addition to the City of Klamath Falls, which lies northerly of a line drawn 19.17 feet southerly of and parallel to the southerly line of Lot 2, in said Block 93.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific Power & Light Co.

this 8th day of July A. D. 19 80 at 11:55 o'clock A. M., an-

duly recorded in Vol. M30, of Mortgages on Page 12524

Wm D. MILNE, County Clerk.

By Berntha H. Heloich

Fee \$10.50