PACIFIC POWER Form 4107 1/79 OREGONS IMPERING ILC WITH THAILMED CONTRACTOR SAID

PACIFIC POWER & LIGHT COMPANY

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INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE and the state of the expression of the CLIMITED WARRANTY) of the earlier distance of large true transfer of the

to the appropriate and a filed in interest of the propriate of discounting and the arranger, that indigness of ingeraange die kradele in eessel etrop gewopalas albude terrase van 1925 and 1800 and 1818 werksteursse 1970 e This agreement is made this_ 21 day of October ____, 19<u>__80</u>___ , between Pacific Power & Light Company ("Pacific" Carrie F. Taylor ("Homeowners"). I. Homeowners represent that they are the owners or contract vendees of the property at:

613 Washington Klamath Falls Klamath Oregon which is more particularly described as:

| Section | Control of the property of the property

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co2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pursuant to current Company Specifications.

Let Storm Windows: Install: 14 windows) to talling approximately 135 but its large was an installing approximately 135 gg. It may be interested as a control of the control of

Cario Stiding Door: Install/Essent Goors, 2007 (2017) ATE LIANGUEN AUGUST OTTERATE HILL WILLIAMS

| X Ceiling Insulation: Install insulation from an estimated existing R- 11 to an estimated R-38 approximately 830 sq. ft. | X Floor Insulation: Install insulation from an estimated existing R- 0 to an estimated R-19 approximately 830 sq. ft. | Duct Insulation: Install duct insulation to an estimated R

XX Moisture Barrier: Install moisture barrier in crawl space.

XX Other: Wrap exposed pipes.

20 27.55 The cost of the installation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 2048.05

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

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 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 weather zation materials provided for in this agreement will result in savings of money or electrical consumption.

4. HOMEOWNERS OBLIGATION TO REPAY SERVICE ASSESSMENT OF THE PROPERTY OF THE PR

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.

6. SECURITY INTEREST	YMATAMATA
appartenances improves obli	VIAGAIOS THOLLS [23] VOS DELISSOS rations herein. Holmodwidd herebylmortgaga to Pacific the property, together with all present and future thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to all quitable interest in paragraph.
of the following flates:	and the paragraph shall not take effect with the property, together with the
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other encumbrance on the prop	quitable interest in any part of the property is transferred; which is one day prior to the earliest to occur equitable interest in any part of the property is transferred; which does not exist as of the date of this agreement is created, result is filed to foreclose or recover on the property or any part thereof which exist in the property of the
7. PERFECTION OF SECURIT	y deed, lien, mortgage, judgment or land sale contract; y deed, lien, mortgage, judgment or land sale contract; suit is filed to foreclose or recover on the property or any part thereof for any mortgage, lien, judgment or land sale contract; erty or any part thereof which existed prior to the recording date of this agreement.
Pacific to perfect the auto agreement in	the county was 1
8. Each Homeower 2013	(1) Series 1
agreement. This agreement shall be bindi	greement shall be individually and jointly responsible for performing the obligations of Homeowners in this agreement between the pastics. Homeowners shall not assign this agreement without the
parties.	agreement between the service of the
10. HOMEOWAYER	and shall not be modified except by a write.
the goods - "thout any penalty, cancellatio	outer than the offices of Pearle
Pacific Power & Light Company	lace other than the offices of Pacific, and you do not want the goods or services, you may cancel this fore 12:00 midnight of the third business day after you sign this agreement? The notice must say that you do not want the provided by t
(1) Date tou may not cancel if you b.	Riamarh Fallo Op
HOMEOWAY	of the contract berselving of an emergence of the contract berselving because of an emergence
attached notice of cancellation for	udmght of the third business days 6
11. HOMEOWNERS ACKNOWN	CANCEL. (FEDERAL STATUTE). You, the Homeowner, may cancel this m for an explanation of this right. The date of this transaction. See the EDGE THAT THEY HAVE SEED THE HOMEOWNER.
SEATE OR	EDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.
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KLAMATH COUNTY, OREGON

Beginning at a point on the Northerly line of Washington Street, 7.3 feet Northeasterly of the Southwest corner of Lot 7, Block 45, FIRST ADDITION TO THE CITY OF KLAMATH FALLS OREGON;

thence northeasterly along said northerly line of Washington Street 44.8 feet more or less, to the southeasterly corner of said Lot 7;

thence northwesterly and following the easterly line of said Lot 7, 110.0 feet to the alley through said Block 45;

thence southwesterly along the southerly line of said alley 44.8 feet; thence southeasterly and parallel with the easterly line of Sixth Street 110.0 feet to the point of beginning.

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