MEMORANDUM OF AGREEMENT AFFECTING REAL PROPERTY

Oregon

Volmas Page 3179

DATED AS OF:

BETWEEN:

"OWNER"

AND:

PacifiCorp, dba

Pacific Power & Light Company 920 SW 6th Ave., 440 PFFC

"PP&L"

Portland, Oregon 97204

Owner is the owner of that certain real property in the county of the county of the county known as 1819 Kane Smell and as more particularly described on attached Exhibit A (the "Property"). PP&L is a duly licensed and authorized public utility that provides electrical service in the area in which the Property is located.

Owner and PP&L are parties to that certain Energy Services Contract dated 9-5-91 the terms and conditions of which are hereby incorporated by this reference and made part of this Memorandum of Agreement Affecting Real Property as if completely set forth herein, pursuant to which PP&L has agreed to provide conservation assistance as described in the Agreement for the purpose of improving the Property through weatherizing and making more energy efficient the structures, foctures and facilities on the Property. The Agreement provides in part for Owner, Owner's successor or other persons occupying the Property to pay additional charges for conservation assistance provided or to be provided by PP&L to the Property, as authorized by Energy Services Tariff Schedule 130.

The Agreement also provides that PP&L may discontinue any and all such services, including the provision of electricity to the Property, if Owner, Owner's successor or other person occupying the Property ceases or fails to make such additional payments as scheduled.

The provisions of the Agreement shall run with the land and burden the Property, shall bind Owner and each successor or assignee of Owner and shall inure to the benefit of PP&L and its successors and assigns. Unless sooner terminated by PP&L in a duly recorded document, the provisions of the Agreement shall run with the land and burden the Property for a period of 240 payments after the date of recording of this Memorandum when the Agreement shall automatically cease to be an encumbrance on the Property assuming owner or assignee is not in default of the agreement at said time.

All persons acquiring or intending to acquire any interest in or to the Property during the effective period of this Memorandum should direct a written inquiry to PP&L at the following address:

Pacific Power & Light Company ATTN: Demand-Side Resources 920 SW 6th Ave., 440 PFFC Portland, OR 97204

All such inquiries must include the name of the owner and street address of the Property and be signed by such owner authorizing release of such information to the person making the request.

OWNER Mardi a. Kandalph

TE OF OREGON)	
unty of Klamath ss.	
This instrument was acknowledged before me on September 5 , 1991 by Mardi A. Randolph .	
Cipithing Jensen	
Notary Public for Oregon My commission expires: 3-25-93	
[SEAL]	
ATE OF OREGON)) ss.	
ounty of MULTANIAH.	
This instrument was acknowledged before me on PRILI3. 1992 by Windy PAVIS, as Company an assumed business name of Pacificorp, an	
This instrument was acknowledged before the on property of Pacific Power & Light Company, an assumed business name of Pacific Power, an	
regon corporation.	
Contac Denon Mon Kon	'Lı
Notary Public for Oregon Notary Public for Oregon	
My commission expires:	
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EXHIBIT A

(Legal Description)

9181

Yalta Gardens, Lot 68, located in Klamath County, Oregon.

TE OF OREGON: C	COUNTY	OF KLAMAIH:	22.

011111111111111111111111111111111111111	_	the 29th day
Filed for	record at request	of PP&L o'cloc. A.M., and duly recorded in Vol. M92,
of	April	A.D., 19 92 at 10.00 on Page 9179
		Evelyn Biehn County Clerk By Quelles Muslendue
FEE	\$20.00	B)