

2025-011561
Klamath County, Oregon
12/29/2025 11:10:01 AM
Fee: \$102.00

After recording return to:
PacifiCorp
Attn: Real Estate Management
825 NE Multnomah Street, Suite 1700
Portland, Oregon 97232

PARTIAL RELEASE BY
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (AS TRUSTEE)

TO
PACIFICORP
(Release Application No. 323 R-283)

FROM LIEN OF MORTGAGE AND DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the property or real estate described in Exhibit "A" attached hereto is subject to the Lien of the Mortgage and Deed of Trust from PacifiCorp (the "Company") to The Bank of New York Mellon Trust Company, N.A., (as successor to The Bank of New York Mellon), as Trustee, dated as of January 9, 1989, as amended and supplemented by supplemental indentures (the "Mortgage"), including the Thirty-Fifth Supplemental Indenture, dated January 1, 2024, and recorded in the records of Klamath County, Oregon on March 21, 2024, as Entry No. 2024-002129, of Official Records;

WHEREAS it has been represented to The Bank of New York Mellon Trust Company, N.A. as Trustee under the Mortgage, that the Company is not in default in the performance of any of the terms or covenants of the Mortgage;

WHEREAS, pursuant to the provisions of Section 13.03 of the Mortgage, the Company has requested the Trustee to release the property described in Exhibit "A" from the Lien of the Mortgage; and

WHEREAS the Company has furnished The Bank of New York Mellon Trust Company, N.A. as Trustee, with (a) an Officers' Certificate, (b) an Engineer's Certificate, (c) a Further Engineer's Certificate and (d) an Opinion of Counsel, all as required by the provisions of Section 13.03 of the Mortgage.

NOW, THEREFORE, The Bank of New York Mellon Trust Company, N.A., as Trustee, in consideration of the premises and pursuant to the authority vested in it as Trustee under the Mortgage, does hereby release, remise and quitclaim unto the Company, its successors and assigns, without recourse, representation or warranty of any kind, all of its right, title and interest, as Trustee under the Mortgage, in and to the property in **Klamath County, Oregon**, more fully described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the property hereby released and remised to the Company, its successors and assigns, to its and their own proper use, benefit, and behoof forever, free, clear and discharged of and from all liens and claims under and by virtue of the Mortgage;

PROVIDED, HOWEVER, that nothing herein contained shall be construed to affect the residue of the security held by The Bank of New York Mellon Trust Company, N.A. as Trustee under the Mortgage as aforesaid, by virtue of the Mortgage, or to release the payment of any part of the moneys, principal and interest, thereby secured that may now remain unpaid.

The recitals made herein are to be taken only as recitals made by the Company and not by the Trustee. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the Trustee as well as the Company and the Lien of the Mortgage on the rights and interests so reserved and excepted, if any, are not released.

This release is made by the Trustee without covenants, representations or warranties, either expressed or implied in law or in equity, and shall be without recourse against the Trustee in any event or in any contingency.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. as Trustee under the Mortgage, has caused this instrument to be signed by an authorized officer in the City of Chicago, Illinois, on this 2nd day of October, 2025.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Trustee under Mortgage and Deed of Trust
of PacifiCorp, dated as of January 9, 1989

By:

Darnella Tinnel Crawford
Darnella Tinnel-Crawford

On the 2nd day of October in the year 2025, before me, the undersigned, personally appeared, Darnella Tinnel-Crawford, a Vice President of The Bank of New York Mellon Trust Company, N.A., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mark Patti
Notary Public



My commission expires Nov 28, 2026.

Exhibit A

Klamath County

Oregon

Legal Description(s):

PARCEL ONE:

Township 41 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon

Section 12: The N1/2 of the NW1/4; The W1/2 of the NE1/4; The E1/2 of the SW1/4 and the SW1/4 of the SW1/4;

Section 13: Government Lot 3

also;

Government Lots 1 and 6 (E1/2 NW1/4) and Governments 7 and 8 (N1/2 SW1/4) in Section 7, Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL TWO:

Township 41 South, Range 5 East of the Willamette Meridian, Klamath County, Klamath County, Oregon.

Section 12: NE1/2 of SE1/4 and Government Lot 2 and Government Lot 1

PARCEL THREE:

Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Section 3: The E1/2 of the SW1/4; the NW1/4 of the SE1/4 and the SW1/4 of the NE1/4

Section 5: The SW1/4 of the SE1/4

Section 8: The W1/2 of the NE1/4; the NW1/4 of the SE1/4

Section 9: The NE1/4 of NE1/4

Section 10: The SE1/4 of the SE1/4; the N1/2 of the SE1/4 and the E1/2 of the NE1/4; The E1/2 of the NW1/4, and NW1/4 of NW1/4