

TEMPORARY

SCANNED

T-14742

APR 02 2026

Name EKstrom Nursery, Inc
Attn: Scott EKstrom
Address 1600 SE 282nd Avenue
Gresham, OR 97080
ekstrom.nsy@gmail.com

Change in POU
Date Filed 10/6/2025
Initial notice date 10/14/2025
DPD issued date
PD issued date
PD notice date
Date of FO 10/24/2025 Vol 135 Page 917-920
Correcting order 11/12/2025 Vol 138 Page 46-47
C-Date
COBU due date
COBU Received date
Certificate issued

DESCRIPTION OF WATER RIGHT(S)

Name of Stream A Well
Trib. of Beaver Creek
Use Agriculture Uses, Nursery Uses County Multnomah
Quantity of water (CFS) No. of Acres
Name of ditch
App# G-12862 Per # G-11632 Cert # 85710 PR Date 4/6/1992
App# Per # Cert # PR Date
App# Per # Cert # PR Date
App# Per # Cert # PR Date

FEEES PAID
Date Amount Receipt #
10-6-25 \$1,450.01 146156

FEEES REFUNDED
Date Amount Receipt #

Assignments:

Irrigation District

Agent Theodore R Ressler / Summit Water Resources, LLC
tressler@summitwr.com

CWRE

CC's list Multnomah County

- Oversized map - Location



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

November 12, 2025

Scott Ekstrom
1600 SE 282nd Avenue
Gresham, OR 97080

Reference: T-14742 Superseding Correcting Final Order and Superseding Certificate

Enclosed is a correcting final order recorded in Special Order Vol. 138, Page 46, issued to correct a scrivener's error in the order recorded in Special Order Vol. 135, Page 917. A correcting certificate is also enclosed.

If you have any questions please contact your caseworker, Scott Grew, by telephone at (503) 986-0890 or by e-mail at Scott.a.grew@water.oregon.gov.

Sincerely,

David Jones Jr
Water Right Support
Transfers and Conservation Section

cc: Watermaster Dist. #20 , Amy J. Landvoigt (*via email*)
Theodore Ressler, Agent
Multnomah County, Local Government

Enclosures

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Special Order Volume 135,)
 Pages 917-920 approving T-14742,) **CORRECTING ORDER**
 Multnomah County)

Applicant

EKSTROM NURSERY
 ATTN: SCOTT EKSTROM
 1600 SE 282 AVE
 GRESHAM, OR 97080

Findings of Fact

1. On October 24, 2025, the Department issued an order approving Transfer T-14742. The order was recorded at Special Order Volume 135, Pages 917-920.
2. The order contained a scrivener’s error of transposed acreage in the authorized place of use table:

AGRICULTURE USE AND IRRIGATION FOR NURSERY OPERATIONS					
Twp	Rng	Mer	Sec	Q-Q	Acres
1 S	4 E	WM	18	SW NW	1.8
1 S	4 E	WM	18	SE NW	4.3
				Total	6.1

3. The correct authorized place of use:

AGRICULTURE USE AND IRRIGATION FOR NURSERY OPERATIONS					
Twp	Rng	Mer	Sec	Q-Q	Acres
1 S	4 E	WM	18	SW NW	4.3
1 S	4 E	WM	18	SE NW	1.8
				Total	6.1

Now, therefore, it is ORDERED:

1. The order approving Transfer T-14742, as recorded in Special Order Volume 135, Pages 917-920 is correcting the transposed acreage.

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

2. All other provisions of Special Order Volume 135, Pages 917-920 remain in effect.

Dated in Salem, Oregon on NOV 12 2025


Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
IVAN GALL, DIRECTOR

Oregon Water Resources Department

Mailing Date: NOV 13 2025

TEMP

WATER RIGHT TRANSFER COVER SHEET

Scott
Transfer Specialist:

Transfer: T- 14742

Transfer Type: Temporary Transfer

Applicant: EKSTROM NURSERY, INC ATTN: SCOTT EKSTROM 1600 SE 282ND AVENUE GRESHAM, OR 97080 Email: _____ Phone: _____	Agent: <input type="checkbox"/> N/A THEODORE RESSLER 4784 SE 17TH AVENUE, SUITE 111 PORTLAND, OR 97202 Email: _____ Phone: _____
Irrigation District: <input type="checkbox"/> N/A Email: _____	CWRE: <input type="checkbox"/> N/A Email: _____
Affected Local Gov'ts: <input type="checkbox"/> N/A Multnomah County Email: _____	Affected Tribal Gov't: <input type="checkbox"/> N/A UNAVAILABLE Email: _____
Current Landowner if other than Applicant: <input type="checkbox"/> N/A Email: _____	Receiving Landowner: <input type="checkbox"/> N/A Email: _____

Water Rights Affected

File Marked	App. File # or Decree Name	Permit	Certificate	RR/CR Needed	RR/CR Nos.
<input type="checkbox"/>	G-12862	G-11632	85710	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Key Dates & Initial Actions:

Rec'd: October 6, 2025	Proposed Action(s): PLACE OF USE	
Fees Pd: 1450.01	WM District: 20	ODFW District:
Initial Public Notice: October 14, 2025	WM Review sent:	ODFW Review sent:
Acknowledgement Letter Sent <input type="checkbox"/>		GW Review sent: <input type="checkbox"/> N/A
County sent cc: of Ack Letter <input type="checkbox"/>	BOR notified (date): <input type="checkbox"/> N/A	
Newspaper quote requested:	Request for news \$ sent:	News \$ received:
Request to publish sent:	Affidavit of publication received:	Last day of publication:

Document	Drafted	Peer Review	Coordinator	Changes Made	Signature Bin	Signature Date
FO	Date: <u>10/15/25</u> Initials: <u>Scott</u>	Date: <u>10/16/25</u> Initials: <u>Jean</u>	Date: <u>10/21</u> Initials: <u>Sarah</u>	Date: <u>10/21</u> Initials: <u>Scott</u>	Date: <u>10/21</u> How many for signature: <u>1</u>	Date: <u>10/21</u>

Special Issues: _____

Special Order Volume: Vol. _____ Pages _____

Correcting Order transposed Acceage

11/5/25 Scott

11/6/25 Jean

11/12/2025 Dave

GREW Scott A * WRD

From: Ressler, Ted <tressler@summitwr.com>
Sent: Tuesday, October 28, 2025 5:48 PM
To: GREW Scott A * WRD
Cc: scott_ekstrom@yahoo.com; Ekstrom.nsy@gmail.com
Subject: FW: OWRD: Final Order for Transfer T 14742 has been completed
Attachments: FO_T14742_v135p917.pdf; T_14742_map.pdf

Importance: High

Hi Scott

We reviewed the recently issued final order for Transfer T-14742 and noticed an error in the place of use listing for the portion of the water right involved in the transfer. See attached redline markup and below, and the transfer map. If you are in agreement with the needed revisions, I assume that the Department will issue a superseding Final Order.

Authorized Place of Use:

AGRICULTURE USE AND IRRIGATION FOR NURSERY OPERATIONS					
Twp	Rng	Mer	Sec	Q-Q	Acres
1 S	4 E	WM	18	SW NW ←	1.8
1 S	4 E	WM	18	SE NW ←	4.3
Total					6.1

← SENW

← SWNW

Thank you
Ted

Theodore R. Ressler, RG, CWRE, PG | Principal Hydrogeologist & Water Resources Consultant | Summit Water Resources, LLC
4784 SE 17th Ave, Suite 111, Portland, OR 97202 | P: 503.967.7050 | C: 503.701.4535 | tressler@summitwr.com |
www.summitwr.com | [bio](#) | [LinkedIn](#)



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From: wrd_automated_email@water.oregon.gov <wrd_automated_email@water.oregon.gov>
Sent: Friday, October 24, 2025 6:00 PM
To: ekstrom.nsy@gmail.com; Ressler, Ted <tressler@summitwr.com>;
WRD_DL_watermaster_district_20@water.oregon.gov; scott.a.grew@water.oregon.gov



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

www.oregon.gov/owrd

October 24, 2025

Scott Ekstrom
1600 SE 282nd Avenue
Gresham, OR 97080

REFERENCE: District Temporary Transfer Application T-14742

Enclosed is a copy of the final order approving your TEMPORARY water right transfer application.

The temporary change shall be effective at the **beginning of the 2026 irrigation season**. The use shall revert to the original authorized place of use at the **end of the 2030 irrigation season**.

If you have any questions related to the approval of this temporary transfer, you may contact your caseworker, Scott Grew, by telephone at (503) 986-0890 or by e-mail at Scott.a.grew@water.oregon.gov.

Sincerely,

David V. Jones Jr
Water Rights Services Support
Transfers and Conservation Section

cc: Amy J. Landvoigt, Watermaster Dist. # 20 (via email)
Theodore Ressler, Agent
Multnomah County, Local Government

Enclosure

Rate: 58 GALLONS PER MINUTE (GPM), BEING 18 GPM FROM WELL 1 AND 40 GPM FROM WELL 2, WITH IRRIGATION USE BEING FURTHER LIMITED TO 34 GPM

Limit/Duty: The amount of water used for NURSERY OPERATIONS is limited to a diversion of 0.15 cubic foot per second per acre. For the irrigation of **containerized nursery plants**, the amount diverted is limited to ONE-FORTIETH of one cubic foot per second (or its equivalent) and 5.0 acre feet per acre per year. For the irrigation of **in ground nursery plants** the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre per year. The use of water for NURSERY OPERATIONS may be made at anytime of the year that the use is beneficial. For the irrigation of **any other crop**, the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre during the irrigation season of each year, April 1 through October 31 of each year.

Source: TWO WELLS in the KELLY CREEK BASIN

Authorized Points of Appropriation:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
1 S	4 E	WM	18	SW NW	WELL 1 - 288 FEET NORTH AND 940 FEET EAST FROM THE W1/4 CORNER OF SECTION 18
1 S	4 E	WM	18	SW NW	WELL 2 - 69 FEET NORTH AND 367 FEET EAST FROM THE W1/4 CORNER OF SECTION 18

Authorized Place of Use:

AGRICULTURE USE AND IRRIGATION FOR NURSERY OPERATIONS					
Twp	Rng	Mer	Sec	Q-Q	Acres
1 S	4 E	WM	18	SW NW	1.8
1 S	4 E	WM	18	SE NW	4.3
				Total	6.1

4. Temporary Transfer Application T-14742 proposes to temporarily change the place of use of the right to:

AGRICULTURE USE AND IRRIGATION FOR NURSERY OPERATIONS					
Twp	Rng	Mer	Sec	Q-Q	Acres
1 S	4 E	WM	18	NW SE	6.1

Temporary Transfer Review Criteria

5. Water has been used within the last five years according to the terms and conditions of the right. There is no evidence available that would demonstrate that the right is subject to forfeiture under ORS 540.610.

6. A pump, pipeline, and sprinkler system sufficient to use the full amount of water allowed under the existing right are present.
7. The proposed change would prevent the lands from which the water right is removed during the period of the temporary transfer from receiving water under the transferred right, as required by ORS 540.523(7).
8. The proposed change would not result in injury to other water rights. This finding is made through an abbreviated review recognizing that the transfer may be revoked under ORS 540.523(5) if the Department later finds that the transfer is causing injury to any existing water right.

Conclusions of Law

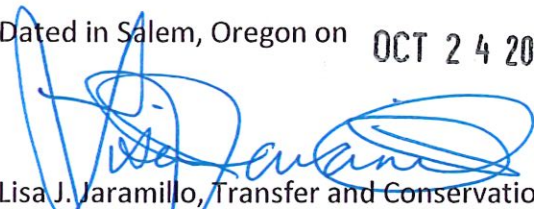
The temporary change in place of use proposed in Temporary Transfer Application T-14742 is consistent with the requirements of ORS 540.523 and OAR 690-380-8000.

Now, therefore, it is ORDERED:

1. The temporary change in place of use proposed in Temporary Transfer Application T-14742 is approved.
2. The former place of use **shall not** be irrigated as part of this water right during the 2026, 2027, 2028, 2029, and 2030 irrigation seasons.
3. The use shall revert to the authorized place of use at the end of the 2030 irrigation season.
4. The approval of this temporary transfer may be revoked or modified if the Department finds the change causes injury to any existing water right.
5. A subsequent application for permanent transfer of Certificate 85710 shall be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380. Approval of this temporary transfer does not establish a precedent for approval of a subsequent application filed for a permanent transfer.
6. The use of water at the temporary place of use authorized by this transfer shall be in accordance with the terms and conditions of Certificate 85710.
7. The time during which water is used under this approved temporary transfer does not apply toward a finding of forfeiture under ORS 540.610.

8. Water use measurement conditions:
 - a. Before water use may begin under this order, the water user shall install a totalizing flow meter, or, with prior approval of the Director, another suitable measuring device, at each point of appropriation (new and existing).
 - b. The water user shall maintain the meters or measuring devices in good working order.
 - c. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.
9. The use of the remaining water right described by Certificate 85710 shall continue to be in accordance with the terms and conditions of Certificate 85710.

Dated in Salem, Oregon on **OCT 24 2025**












Lisa J. Jaramillo, Transfer and Conservation Section Manager for
IVAN GALL, DIRECTOR
Oregon Water Resources Department

Mailing Date: **OCT 27 2025**

Township 1 South, Range 4 East

LEGEND

-  From Lands C-857
-  To Lands C-85710,
-  Remaining Lands C
-  Points of Appropria
-  Mainlines
-  Roads
-  Taxlots
-  Waterbody
-  Watercourse

POA Location Desc

Well 1 (MULT 2546)
 Located 288 feet North and 940 feet I
 (SWNW), Township 1 South, Range

Well 2 (MULT 4075)
 Located 69 feet North and 367 feet E
 (SWNW), Township 1 South, Range

CERTIFIED WATER
 781
Theodore
 THEODORE
 JUNE 25
 STATE OF
 RENEWS: 12-31-

N

Date: 9/3/2025
 Data Sources: BLM, OWRD OGE
 Disclaimer: This map is not inten
 or property ownership lines.

Application 1
 Water
 C
 P
 Application in the N



Received
 OCT 06 2025
 OWRD

Part 4 of 4 – Water Right Information

Please use a separate Part 4 for each water right being changed. See instructions on page 6, to copy and paste additional Part 4s, or to add rows to tables within the form.

Water Right Certificate # 85710

Description of Water Delivery System

System capacity: _____ cubic feet per second (cfs) OR

290 gallons per minute (gpm)

Received
OCT 06 2025
OWRD

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. Water is appropriated from Well 1 and 2 using submersible pumps that supply a common closed pipe water system that conveys the water to the Place of Use.

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)

(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp	Rng	Sec	¼ ¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	MULT 2546	1 S	4 E	18	SW NW	900	288 feet North and 940 feet East from the W 1/4 Corner of Section 18
Well 2	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	MULT 4075	1 S	4 E	18	SW NW	900	69 feet North and 367 feet East from the W 1/4 Corner of Section 18

Check all type(s) of temporary change(s) proposed below (change "CODES" are provided in parentheses):

- Place of Use (POU) Appropriation/Well (POA)
- Point of Diversion (POD) Additional Point of Appropriation (APOA)
- Additional Point of Diversion (APOD)

Check all type(s) of temporary change(s) due to drought proposed below (change "CODES" are provided in parentheses): N/A

- Place of Use (POU) Point of Appropriation/Well (POA)
- Character of Use (USE) Additional Point of Appropriation (APOA)
- Point of Diversion (POD) Additional Point of Diversion (APOD)

Will all of the proposed changes affect the entire water right?

- Yes Complete only the Proposed ("to" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Temporary Changes to Water Right Certificate # 85710

List only the part of the right that will be changed. For the acreage in each ¼ ¼, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the Certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.											Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.											
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp		Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date			
1	S	4	E 18	SE NW	200	--	0.5	Nursery Ops	Wells 1 and 2	4/6/1992	POU	1	S	4	E 18	NW SE	1000	--	6.1	Nursery Ops	Wells 1 and 2	4/6/1992	
1	S	4	E 18	SE NW	700	--	1.3	"	" "														
1	S	4	E 18	SW NW	900	--	3.7	"	" "														
1	S	4	E 18	SW NW	1000	--	0.6	"	" "														
						TOTAL ACRES	6.1															TOTAL ACRES	6.1

Additional remarks: This Transfer is proposed to transfer a 6.1 acre portion of Certificate 85710 (Nursery Operations) to existing farmland specified above.

Received
OCT 06 2025
OWRD

Watermaster Review Form: Water Right Transfer



Oregon Water Resources Department
725 Summer St NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

Transfer Application: T-14742

Review Due Date: 11/09/2025

Applicant Name: Scott Ekstrom

Proposed Changes: POU POD POA USE OTHER

Reviewer(s): Amy Landvoigt

Date of Review: 10/13/2025

1. Do you have evidence that the right has not been used in the last 5 years and that the presumption of forfeiture would not likely be rebuttable? Yes No If "Yes", attach evidence (e.g. dated aerial photo showing pavement or building on the land for >5 yrs.)

2. Is there a history of regulation on the source that serves this (or these) right(s) that has involved the transferred right(s) and downstream water rights? Yes No Generally characterize the frequency of any regulation or explain why regulation has not occurred:

3. Have headgate notices been issued for the source that serves the transferred right(s)?
 Yes No Records not available.

4. In your estimation, after the proposed change, would distribution of water for the right(s) result in regulation of other water rights that would not have occurred if use under the original right(s) was/were maximized? Yes No If "Yes", explain:

5. In your estimation, if the proposed change is approved, are there upstream water rights that would be affected? Yes No If "Yes", describe how the rights would be affected and list the rights most affected:

6. Check here if it appears that downstream water rights benefit from return flows resulting from the current use of the transferred right(s)? If you check the box, generally characterize the locations where the return flows likely occur and list the water rights that benefit most:

N/A

7. For POD changes and instream transfers, check here if there are channel losses between the old and new PODs or within the proposed instream reach? If you check the box, describe and, if possible, estimate the losses:

N/A

8. For instream transfers that propose protection of a reach beyond the mouth of the source stream:

N/A Would the quantity be measureable into the receiving stream consistent with OAR 690-077-0015(8)? Yes No

9. For POU changes: N/A Is it likely the original place of use would continue to receive water from the same source? Yes No If "Yes", explain:

10. For POU or USE changes: N/A In your best judgment, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste?

Yes No If "Yes", explain:

11. For POU changes that involve micro-irrigation: N/A

- a. Has the applicant made changes (absent a transfer) to convert to micro-irrigation within the current place of use boundary of the water right proposed for transfer, and previously demonstrated to the Department through monitoring and site inspections by the Watermaster that the proposed transfer will not result in injury or enlargement?

Yes No If "Yes", explain:

b. Has a temporary transfer of this nature been previously filed and approved on the same lands (or portions thereof) as those lands involved in this transfer?

Yes No If "Yes", answer the following:

i. Were there any problems with more acres being irrigated (or wetted) than were authorized under the temporary transfer? Yes No If "Yes", explain:

ii. Did the designated areas that were to remain dry (or not wetted) under the temporary transfer actually remain dry? Yes No If "No", explain:

iii. Did the applicant comply with and meet all of the conditions of the temporary transfer? Yes No If "No", explain:

iv. Do you have any other observations regarding the temporary transfer? Yes No If "Yes", describe:

v. Did the applicant demonstrate to the Department through monitoring and site inspections by the Watermaster that neither injury nor enlargement occurred as a result of the temporary transfer? Yes No If "No", explain:

c. To the best of your knowledge, if this transfer is approved, does it appear that:

i. "Injury" will occur to other water rights that share the same source? Yes No If "Yes", explain:

ii. "Enlargement" of the water right being transferred will occur? Yes No If "Yes", explain:

12. Are there other issues not identified through the above questions that should be considered in determining whether the change "can be effected without injury to other rights"?

Yes No If "Yes", explain:

13. What alternatives may be available for addressing any issues identified above:

14. Do conditions need to be included in the transfer order to avoid enlargement of the right or injury to other rights? No Yes, as checked and provided below:

For POU changes that involve micro-irrigation, provide the monitoring and reporting conditions necessary to prevent injury/enlargement:

A Headgate should be required prior to diverting water.

Measurement Devices for POD or POA: (if this condition is selected, also fill in the top sections of Page 4)

*a. Before water use may begin under this order, the water user shall install a **totalizing flow meter***, or, with prior approval of the Director, another suitable measuring device, at each point of diversion/appropriation (new and existing) OR at each new point of diversion/appropriation with the exception that water rights issued to the Bureau of Reclamation or an irrigation district (or similar entity) are not subject to this condition.*

b. The water user shall maintain the meters or measuring devices in good working order.

c. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.

Reservoir water use measurement: (if this condition is selected, also fill in the top sections of Page 4)

*a. Before water use may begin under this order, the water user shall install **staff gages***, or, with prior approval of the Director, other suitable measuring devices, that measure the entire range and stage between empty and full in each reservoir. Staff gages shall be United States Geological Survey style.*

b. Before water use may begin under this order, if the reservoir is located in channel, weirs or other suitable measuring devices must be installed upstream and downstream of the reservoir, and, an adjustable outlet valve must be installed. The water user shall maintain such devices in good working order. A written waiver may be obtained, if in the judgment of the Director, the installation of weirs or other suitable measuring devices, or the adjustable outlet valve, will provide no public benefit.

* The following alternative device(s) should be substituted for the bold, underlined device in the above selected condition:

- | | |
|-----------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Weir | <input type="checkbox"/> Submerged Orifice |
| <input type="checkbox"/> Parshall Flume | <input type="checkbox"/> Flow Restrictor |
| <input type="checkbox"/> Other: ___ | |

Oregon Water Resources Department
Measurement Condition Information for the Applicant
(To be sent with the Draft Preliminary Determination or Final Order)

Transfer #: T- 14742

- In order to avoid enlargement of the right or injury to other rights, a **totalizing flow meter** will be required to be installed **prior to diversion of water**, as a condition of this transfer:
- at each point of diversion/appropriation (new and existing) **OR**
- at each new point of diversion/appropriation.

For additional information, or to obtain approval of a different type of measurement device, the applicant should contact the area Watermaster:

Watermaster name: Amy Landvoigt

District: 20

Address: 10722 SE Highway 212

City/State/Zip: Clackamas, OR 97015

Phone: 503-312-1743

Email: amy.j.landvoigt@water.oregon.gov

Note: If a device other than the one specified in the Preliminary Determination or Final Order is approved by the Watermaster, fill out and mail the form below to the Salem office.

Approval of an Alternate Measurement Device T-
(to be filled out after consultation with the applicant, or after a site visit)

On behalf of the Director, I authorize use of the following suitable alternate measurement device:

Watermaster signatureDistrictDate

If this form is used for approval of an alternative measurement device, it must be mailed to:

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266



Oregon

Tina Kotek, Governor

Water Resources Department
North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone 503 986-0900
Fax 503 986-0904

October 10, 2025

Scott Ekstrom
1600 SE 282nd Avenue
Gresham, OR 97080

Reference: Application T-14742

On October 6, 2025, the Department received your water right Temporary Transfer Application. The application was accompanied by \$1450.01. Receipt number 146156 is enclosed.

By copy of this letter, we are asking the Watermaster for a report regarding the potential for injury to existing water rights which may be caused by the requested change.

Except as provided under ORS 540.510(3) for municipalities, you may not *temporarily* use water at the new place of use until a final order approving the temporary transfer application has been issued by the Department. Additionally, pursuant to OAR 690-380-8010, the lands from which an irrigation water right is to be temporarily transferred and the land to which the right is to be temporarily transferred may not both receive water during the same season. If the temporary transfer is approved during an irrigation season and water has already been used at the currently authorized location during that season, then the temporary transfer will not take effect until the following season.

If the land is sold before the temporary transfer is approved, the buyer's consent to the temporary transfer will be required unless a recorded deed or other legal document clearly established that the water right was not conveyed in the sale.

If you have any questions, please contact the Transfer Section at (503) 986-0935.

Cc: Watermaster Dist. #20, Amy J. Landvoigt (via email)
Theodore Ressler, Agent
Multnomah County, Local Government

Enclosure

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172

RECEIPT # **146156**

INVOICE # _____

(503) 986-0900 / (503) 986-0904 (fax)

RECEIVED FROM: EKSTROM Nursery Inc.
BY: _____

APPLICATION	
PERMIT	
TRANSFER	T-14742

CASH: CHECK:# 11321 OTHER: (IDENTIFY)

TOTAL REC'D \$ 1,450.01

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES	\$
OTHER: (IDENTIFY)	\$
0243 I/S Lease	
0244 Muni Water Mgmt. Plan	
0245 Cons. Water	

4270 WRD OPERATING ACCT

MISCELLANEOUS	
0407 COPY & TAPE FEES	\$
0410 RESEARCH FEES	\$
0408 MISC REVENUE: (IDENTIFY)	\$
TC162 DEPOSIT LIAB. (IDENTIFY)	\$
0240 EXTENSION OF TIME	\$
WATER RIGHTS:	
0201 SURFACE WATER	EXAM FEE \$
0203 GROUND WATER	\$
0205 TRANSFER	\$ <u>1,450.01</u>
WELL CONSTRUCTION	
0218 WELL DRILL CONSTRUCTOR	EXAM FEE \$
LANDOWNER'S PERMIT	\$
OTHER (IDENTIFY)	\$

RECORD FEE
0202 \$
0204 \$
LICENSE FEE
0219 \$
0220 \$

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE	\$	CARD#
0210 MONITORING WELLS	\$	CARD#
OTHER (IDENTIFY)	\$	

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FW/WRD)	\$
0231 HYDRO LICENSE FEE (FW/WRD)	\$
HYDRO APPLICATION	\$

TREASURY OTHER / RDX

FUND _____	TITLE _____
OBJ. CODE _____	VENDOR # _____
DESCRIPTION _____	\$ _____

RECEIPT: **146156** DATED: 10.6.25 BY: mmills

**Application for Water Right
Temporary or Drought Temporary Transfer
Part 1 of 4 – Minimum Requirements Checklist**



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

This temporary transfer application will be returned if Parts 1 through 4 and all required attachments are not completed and included.
For questions, please call (503) 986-0900, and ask for Transfer Section.

FOR ALL TEMPORARY TRANSFER APPLICATIONS Received

Check all items included with this application. (N/A = Not Applicable)

OCT 06 2025

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Temporary Transfer Application Map Checklist. OWRD
- Part 3 – Completed Applicant Information and Signature.
- Part 4 – Information about Transferred Water Rights: **How many water rights are to be transferred? 1 List them here: 85710**
Please include a separate Part 4 for each water right. (See instructions on page 5)
- N/A For standard Temporary Transfer (one to five years) **Begin Year: 2026 End Year: 2031.**
- N/A Temporary Drought Transfer (Only in counties where the Governor has declared drought)
- Application Fee** - payable by check to the Oregon Water Resources Department, the online fee calculator is located:
https://apps.wrd.state.or.us/apps/wr/wr_transfer_calculator/temporary_transfer.aspx

Attachments:

- Completed Temporary Transfer Application Map. **Attachment 1**
- Completed Evidence of Use Affidavit and supporting documentation. **Attachment 3**
- Current recorded deed for the land **from** which the authorized place of use is temporarily being moved. **Attachment 5**
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land upon which the water right is located.)
- N/A Supplemental Form D – For water rights served by or issued in the name of a district. Complete when the temporary transfer applicant is not the district.
- N/A Oregon Water Resources Department’s Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone. **Attachment 4**
- N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation (if necessary to convey water to the proposed place of use).

(For Staff Use Only)

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

<input type="checkbox"/> Application fee not enclosed/insufficient	<input type="checkbox"/> Map not included or incomplete
<input type="checkbox"/> Land Use Form not enclosed or incomplete	
<input type="checkbox"/> Additional signature(s) required	<input type="checkbox"/> Part _____ is incomplete
Other/Explanation _____	
Staff: _____	Phone: _____ Date: ____/____/____

OWRD Your temporary transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the temporary transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- N/A If more than three water rights are involved, separate maps are needed for each water right.
- Permanent quality printed with dark ink on good quality paper.
- The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- A north arrow, a legend, and scale.
- The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet; the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated); the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet; or a scale that has been pre-approved by the Department.
- Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- N/A Proposed temporary place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- N/A If you are proposing a change in point(s) of diversion or well(s) to convey water to the new temporary place of use, show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

Part 3 of 4 -- Applicant Information and Signature

Applicant Information

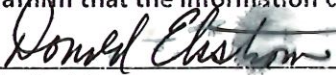
APPLICANT/BUSINESS NAME Ekstrom Nursery, Inc; Attn: Scott Ekstrom			PHONE NO. 503-663-4035	ADDITIONAL CONTACT NO.
ADDRESS 1600 SE 282nd Avenue				FAX NO.
CITY Gresham	STATE OR	ZIP 97080	E-MAIL Ekstrom.nsy@gmail.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Agent Information – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT/BUSINESS NAME Theodore R Ressler/ Summit Water Resources, LLC			PHONE NO. 503-701-4535	ADDITIONAL CONTACT NO.
ADDRESS 4784 SE 17th Ave, Suite 111				FAX NO.
CITY Portland	STATE OR	ZIP 97202	E-MAIL tressler@summitwr.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Explain in your own words what you propose to accomplish with this transfer application and why:
 This Temporary Transfer proposes to transfer a 6.1 acre portion of Certificate 85710 of Nursery Use & Agricultural Use to existing farm lands adjacent to the authorized Place of Use for a length of 5 years.
 If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

I (we) affirm that the information contained in this application is true and accurate.

	<u>Donald Ekstrom, President of Ekstrom Nursery, Inc.</u>	<u>9-16-25</u>
Applicant signature	Print Name (and Title if applicable)	Date
_____	_____	_____
Applicant signature	Print Name (and Title if applicable)	Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? Yes No

If NO, include signatures of all landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent from all landowners or individuals/entities (and mailing and/or e-mail addresses) to which the water right(s) has been conveyed.

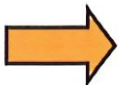
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OCT 06 2025
OWRD

Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (NOTE: If this box is checked, you must complete and attach Supplemental Form D.)

DISTRICT NAME	ADDRESS	
CITY	STATE	ZIP

Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP



To meet State Land Use Consistency Requirements, you must list all local governments (each county, city, municipal corporation, or tribal government) within whose jurisdiction water will be diverted, conveyed and/or used.

ENTITY NAME Multnomah County	ADDRESS 1600 SE 190th Ave	
CITY Portland	STATE OR	CITY Portland

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

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Part 4 of 4 – Water Right Information

Please use a separate Part 4 for each water right being changed. See instructions on page 6, to copy and paste additional Part 4s, or to add rows to tables within the form.

Water Right Certificate # 85710

Description of Water Delivery System

System capacity: _____ cubic feet per second (cfs) OR
290 gallons per minute (gpm)

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Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **Water is appropriated from Well 1 and 2 using submersible pumps that supply a common closed pipe water system that conveys the water to the Place of Use.**

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)
 (Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp		Rng		Sec		¼ ¼		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	MULT 2546	1	S	4	E	18	SW	NW	900	288 feet North and 940 feet East from the W 1/4 Corner of Section 18	
Well 2	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	MULT 4075	1	S	4	E	18	SW	NW	900	69 feet North and 367 feet East from the W 1/4 Corner of Section 18	

Check all type(s) of temporary change(s) proposed below (change "CODES" are provided in parentheses):

- Place of Use (POU) Appropriation/Well (POA)
- Point of Diversion (POD) Additional Point of Appropriation (APOA)
- Additional Point of Diversion (APOD)

Check all type(s) of temporary change(s) due to drought proposed below (change "CODES" are provided in parentheses): N/A

- Place of Use (POU) Point of Appropriation/Well (POA)
- Character of Use (USE) Additional Point of Appropriation (APOA)
- Point of Diversion (POD) Additional Point of Diversion (APOD)

Will all of the proposed changes affect the entire water right?

- Yes Complete only the Proposed ("to" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Temporary Changes to Water Right Certificate # 85710

List only the part of the right that will be changed. For the acreage in each ¼ ¼, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the Certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.											Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.											
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp		Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date			
1	S	4	E 18	SE NW	200	--	0.5	Nursery Ops	Wells 1 and 2	4/6/1992	POU	1	S	4	E 18	NW SE	1000	--	6.1	Nursery Ops	Wells 1 and 2	4/6/1992	
1	S	4	E 18	SE NW	700	--	1.3	"	" "														
1	S	4	E 18	SW NW	900	--	3.7	"	" "														
1	S	4	E 18	SW NW	1000	--	0.6	"	" "														
						TOTAL ACRES					6.1							TOTAL ACRES					6.1

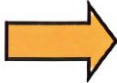
Additional remarks: This Transfer is proposed to transfer a 6.1 acre portion of Certificate 85710 (Nursery Operations) to existing farmland specified above.

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For Place of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the “from” or the “to” lands? Yes No

If YES, list the certificate, water use permit, or ground water registration numbers: 41358; **however, Certificate 85710 is for Nursery Operations and is not subject to layering requirements pursuant to ORS 540.523.**



Pursuant to ORS 540.523, any “layered” water use such as an irrigation right that is supplemental to a primary right proposed for temporary transfer can be included in the transfer or remain unused on the authorized place of use. If the primary water right does not revert soon enough to allow use of the supplemental right within five years, the supplemental right shall become subject to cancellation for nonuse under ORS 540.610.

If a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation is necessary to convey the water to the new temporary place of use you must provide: N/A

- Well log(s) for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map. (Tip: You may search for well logs on the Department’s web page at: http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

AND/OR

- Describe the construction of the authorized and proposed well(s) in Table 3 below for any well that does not have a well log. For a *proposed well(s) not yet constructed or built*, provide “a best estimate” for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

Table 3. Construction of Point(s) of Appropriation N/A – Well logs provided in Attachment 4

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the Department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well, OWRD Well ID Tag No. L-___	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of complete d well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well - specific rate (cfs or gpm). If less than full rate of water right

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14742 - OCT 06 2025

Klamath Basin/County Drought Transfer Applications N/A

Table 4. Klamath Basin/County Well Information (DROUGHT TRANSFER APPLICATIONS ONLY)

Is there currently a flowmeter installed on each of the POAs listed in Table 1 of this application? Yes No*

**Please note that watermaster staff will visit the well to confirm flowmeter presence. Where possible, watermaster staff will take a static water level measurement. Alterations to the well head may be required in order to make the water level measurements.*

For each well, please provide a description of the flowmeter location, the serial number, the current flowmeter reading and the date the reading was taken in the table below.

OWNER'S WELL NAME OR NUMBER.	WELL TAG NUMBER (IF AVAILABLE)	WELL LOG ID (E.G., KLAM 1234)	FLOWMETER SERIAL NUMBER	FLOWMETER READING	FLOWMETER DATE	FLOWMETER LOCATION

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STATE OF OREGON
 COUNTY OF MULTNOMAH
 CERTIFICATE OF WATER RIGHT

Received
OCT 06 2025
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THIS CERTIFICATE ISSUED TO

EKSTROM NURSERY
 1600 SE 282 AVE
 GRESHAM OR 97080

confirms the right to use the waters of TWO WELLS in the KELLY CREEK Basin for AGRICULTURE USE AND IRRIGATION OF 30.3 ACRES FOR NURSERY OPERATIONS.

This right was perfected under Permit G-11632. The date of priority is APRIL 6, 1992. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 290 GALLONS PER MINUTE (GPM), BEING 90 GPM FROM WELL 1 AND 200 GPM FROM WELL 2, WITH IRRIGATION USE BEING FURTHER LIMITED TO 170 GPM or its equivalent in case of rotation, measured at the wells

The wells are located as follows:

Well	Twp	Rng	Mer	Sec	Q-Q	GLot	Measured Distances
1	1 S	4 E	WM	18	SW NW		288 FEET NORTH & 940 FEET EAST FROM W1/4 CORNER, SECTION 18
2	1 S	4 E	WM	18	SW NW		69 FEET NORTH & 367 FEET EAST FROM W1/4 CORNER, SECTION 18

The amount of water used for NURSERY OPERATIONS is limited to a diversion of 0.15 cubic foot per second per acre. For the irrigation of **containerized nursery plants**, the amount diverted is limited to ONE-FORTIETH of one cubic foot per second (or its equivalent) and 5.0 acre feet per acre per year. For the irrigation of **in ground nursery plants** the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre per year. The use of water for NURSERY OPERATIONS may be made at anytime of the year that the use is beneficial. For the irrigation of **any other crop**, the amount of water diverted is limited to ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 2.5 acre feet per acre during the irrigation season of each year, April 1 through October 31 of each year.

Groundwater production shall be from no shallower than 100 feet below the land surface.

This right is limited to any deficiency in the available supply of any prior right existing for the same land.

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080, you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate at any time before it has issued, and after the time has expired for the completion of the appropriation under the permit, or within three months after issuance of the certificate.

A description of the place of use to which this right is appurtenant is as follows:

NURSERY OPERATIONS							
Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
1 S	4 E	WM	18	SW NW			15.2
1 S	4 E	WM	18	SE NW			15.1

The wells shall be maintained in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon. The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the wells at all times.

Measurement, recording and reporting conditions:

- A. The water user shall maintain the meter or measuring device in good working order.
- B. The water user shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.
- C. The Director may require the water user to keep and maintain a record of the amount (volume) of water used and may require the water user to report water use on a periodic schedule as established by the Director. In addition, the Director may require the water user to report general water use information, the periods of water use and the place and nature of use of water under the right. The Director may provide an opportunity for the water user to submit alternative reporting procedures for review and approval.

The water user shall obtain a static water level measurement for each well during March of each year and report the measurement to the Department within thirty days. The measurement shall be made by a certified water rights examiner, registered professional geologist, registered professional engineer, licensed well constructor or pump installer licensed by the Construction Contractors Board. Water levels shall be reported as depth-to-water below ground level and shall be accompanied by supporting calculations.

If a well listed on this right displays a total static water-level decline of 25 or more feet over any period of years, as compared to the reference level, then the water user shall discontinue use of, or reduce the rate or volume of withdrawal from, the wells. Such action shall be taken until the water level recovers to above the 25-foot decline level or until the Department determines, based on the water user or the Department's data and analysis, that no action is necessary because the aquifer in question can sustain the observed declines without adversely impacting the resource or senior water rights. The reference level for water-level declines shall be the second annual measurement taken after water use begins under the terms of this right.

The water user shall in no instance allow excessive decline to occur within the aquifer as a result of use under this right.

In the event of a request for a change in point of appropriation, an additional point of appropriation or alternation of the appropriation facility associated with this authorized diversion, the quantity of water allowed herein, together with any other right, shall not exceed the capacity of the facility at the time of perfection of this right.

The Director may require water level or pump test results every ten years.

Failure to comply with any of the provisions of this right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the right.

This right is for beneficial use of water without waste. The water user is advised that new regulations may require use of best practical technologies or conservation practices to achieve this end.

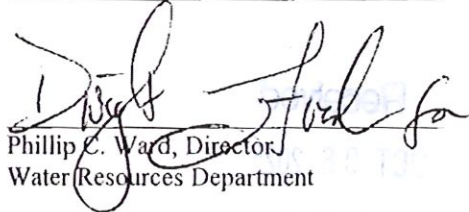
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By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

Issued AUG 07 2009


Phillip C. Ward, Director
Water Resources Department

TRWO

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OCT 06 2025
OWRD

14742 - -

T.1S., R.4E., W.M.
SECTION 18

12 7
13 18

7
18

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OCT 06 2025
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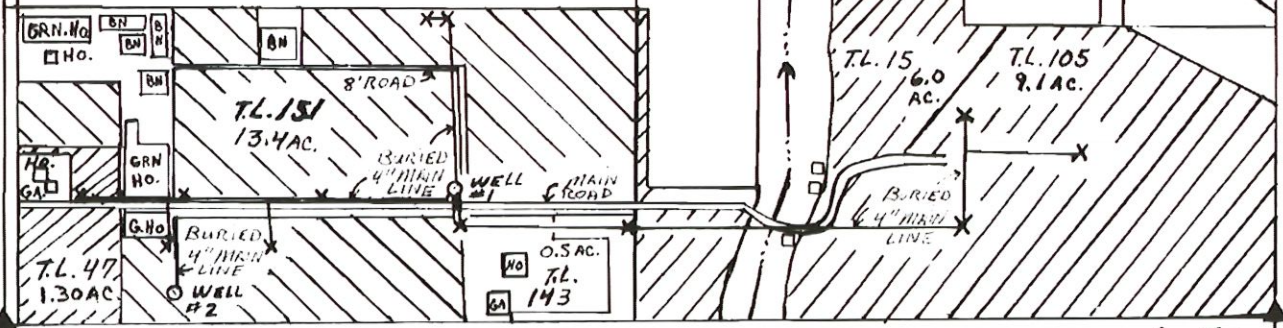


S.E. LUSTED ROAD

WELL #1 IS 288' NORTH AND 940' EAST
OF THE WEST 1/4 CORNER.
WELL #2 IS 69' NORTH AND 367' EAST
OF THE WEST 1/4 CORNER.

UNNAMED
INTERMITTENT
STREAMS

S.E. 282nd. AVE.



13 18

SCALE 1"=400'
X = 4" RISER

BASIS OF BEARING P.S. # 44990

CENTER
1/4 CORNER

FINAL PROOF SURVEY
UNDER

APPLICATION # G-12862 PERMIT # G-11632

IN THE NAME OF
EKSTROM NURSERY

SURVEYED JUNE 1, 1996



Application for Water Right Transfer Evidence of Use Affidavit



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing. Supporting documentation must be attached.

State of Oregon)
) ss
 County of MULTNOMAH)

I, SCOTT EKSTROM, in my capacity as MEMBER OF EKSTROM NURSERY, INC,
 mailing address 1600 SE 282ND AVENUE, GRESHAM, OR 97080
 telephone number (503)663-4035, being first duly sworn depose and say:

Received
 OCT 06 2025
 OWRD

1. My knowledge of the exercise or status of the water right is based on (check one):
 Personal observation Professional expertise

2. I attest that:

- Water was used during the previous five years on the **entire** place of use for Certificate # 85710; **OR**
 My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

- Confirming Certificate # _____ has been issued within the past five years; **OR**
 Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: _____ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
 The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
 Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # _____ (For Historic POD/POA Transfers)

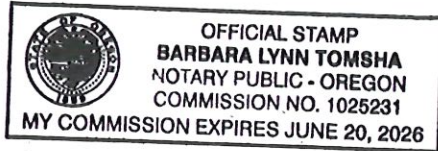
(continues on reverse side)

3. The water right was used for: (e.g., crops, pasture, etc.): NURSERY OPERATIONS
4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

Scott Ekstrom
Signature of Affiant

09/16/2025
Date

Signed and sworn to (or affirmed) before me this 16th day of September, 2025.



[Signature]
Notary Public for Oregon

My Commission Expires: June 20, 2026

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date
<input checked="" type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> • Power usage records for pumps associated with irrigation use • Fertilizer or seed bills related to irrigated crops • Farmers Co-op sales receipt
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> • District assessment records for water delivered • Crop reports submitted under a federal loan agreement • Beneficial use reports from district • IRS Farm Usage Deduction Report • Agricultural Stabilization Plan • CREP Report
<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terraserver.com</p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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Ekstrom Nursery Inc

Account number [REDACTED]
Service address **1600 SE 282nd Ave
Gresham, OR 97080-9014**
Service period **6/13/25 to 7/15/25**

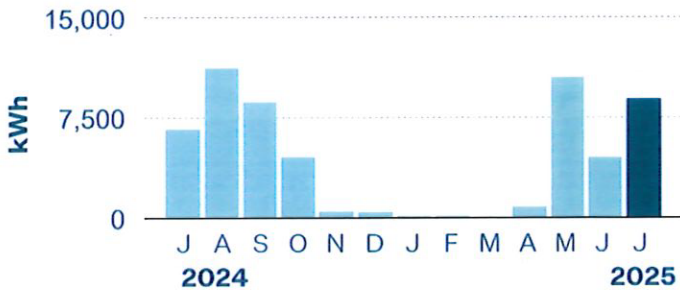
Thank you!

We received your payments totaling **\$1,221.11.**

Amount due
\$2,290.64

Due date
8/1/25

Your monthly energy use history



Thank you for being a PGE customer.

*Your Federal Columbia Benefits are supplied by Bonneville Power Administration (BPA).

Your energy use comparison



Compared to this time last year, this service period was the same number of days and 3 degrees cooler.

Temperature source: Troutdale Airport
+

P.O. Box 4438
Portland, OR 97208-4438

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Account number [REDACTED]



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Amount due: **\$2,290.64**
Due date: **8/1/25**

PGE

EKSTROM NURSERY INC
PUMP
EKSTROM FAMILY LLC
1600 SE 282ND AVE
GRESHAM OR 97080-9014

14742 - =

Account number [REDACTED]

Service period **6/13/25 to 7/15/25**

Nickname	Meter number	Service point ID	Schedule	Current read -	Previous read =	Total use
EKSTROM FAMILY 31022782AB LLC	3030017711	49	51,038	42,148	8,890 kWh	

Account charges

Balance forward	0.00	102 Federal Columbia River Benefits supplied by BPA (8,890.000 kWh x \$-0.00797)	70.85 (CR)
Previous amount due 7/1/25	1,221.11	105 Regulatory Adjustments (8,890.000 kWh x \$-0.0005)	4.45 (CR)
Payments through 7/16/25	1,221.11 (CR)	109 Energy Efficiency Funding Adj (8,890.000 kWh x \$0.01233)	109.61
EKSTROM FAMILY LLC, SPID 3030017711	2,290.64	118 Bill Adjustment Cost Recovery (8,890.000 kWh x \$0.00236)	20.98
Energy charges	1,944.18	122 Renewable Resource Adjustment (8,890.000 kWh x \$-0.00171)	15.20 (CR)
Basic Charge	60.00	135 Demand Response (8,890.000 kWh x \$0.0007)	6.22
Energy Use Charge (8,890.000 kWh x \$0.03643)	323.86	136 Community Solar Cost Recovery (8,890.000 kWh x \$0.00035)	3.11
Demand Charge (38.000 KW x \$0.00)	0.00	137 Solar Payment Option Cost Recov (8,890.000 kWh x \$0.00029)	2.58
Transmission Charge (8,890.000 kWh x \$0.00685)	60.90	138 Energy Storage Cost Recovery (8,890.000 kWh x \$0.00003)	0.27
Distribution Charge (1,900.000 kWh x \$0.12488)	237.27		
Distribution Charge (6,990.000 kWh x \$0.10488)	733.11		
Power Cost Adjustment (8,890.000 kWh x \$0.05951)	529.04		
Regulatory charges and credits	175.71		

Continued on page 3

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Account charges, continued

145 Boardman Decommissioning Adj (8,890.000 kWh x \$-0.00048)	4.27 ^(CR)
146 Colstrip Power Plant Oper Life Adj (8,890.000 kWh x \$0.005)	44.45
150 Transportation Electrification (8,890.000 kWh x \$0.00062)	5.51
151 Wildfire Mitigation Costs (8,890.000 kWh x \$0.00689)	61.25
152 Extreme Weather & Pandemic Costs (4,722.813 kWh x \$0.00177) for 17 days	8.36
152 Extreme Weather & Pandemic Costs (4,167.187 kWh x \$0.00191) for 15 days	7.96
153 Community Benefits and Impact Advisory Group Costs (8,890.000 kWh x \$0.00002)	0.18
Other charges and credits	0.36
Metro Supportive Housing Services Tax Recovery (0.018%)	0.36
Taxes and fees	170.39
City of Gresham Tax (6.5%)	130.67
Multnomah County Tax (0.14%)	2.81
Low Income Assistance	6.76
Public Purpose Charge (1.5%)	30.15

Amount due 8/1/25	\$2,290.64
--------------------------	-------------------

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PortlandGeneral.com
800-542-8818

Ekstrom Nursery Inc

Account number [REDACTED]

Service address **1600 SE 282nd Ave
Gresham, OR 97080-9014**

Service period **7/15/25 to 8/14/25**

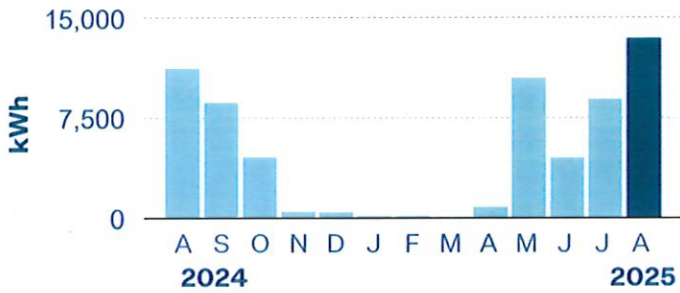
Thank you!

We received your
payments totaling
\$2,290.64.

Amount due
\$3,418.62

Due date
9/3/25

Your monthly energy use history



Thank you for being a PGE customer.

*Your Federal Columbia Benefits are supplied by
Bonneville Power Administration (BPA).

Your energy use comparison

**13,443
kWh
this month**

**20%
from
this month
last year**

**51%
from
last month**

Compared to this time last year, this service period was 1 day shorter and 1 degree cooler.

Temperature source: Troutdale Airport
+

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Portland, OR 97208-4438

**Received
OCT 06 2025
OWRD**

Account number [REDACTED]



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Amount due: **\$3,418.62**
Due date: **9/3/25**

EKSTROM NURSERY INC
PUMP
EKSTROM FAMILY LLC
1600 SE 282ND AVE
GRESHAM OR 97080-9014

PGE



14742 -

Account number [REDACTED]

Service period **7/15/25 to 8/14/25**

Nickname	Meter number	Service point ID	Schedule	Current read -	Previous read =	Total use
EKSTROM FAMILY LLC	31022782AB	3030017711	49	64,481	51,038	13,443 kWh

Account charges

Balance forward	0.00	102 Federal Columbia River Benefits supplied by BPA (13,443.000 kWh x \$-0.00797)	107.14 (CR)
Previous amount due 8/1/25	2,290.64	105 Regulatory Adjustments (13,443.000 kWh x \$-0.0005)	6.72 (CR)
Payments through 8/15/25	2,290.64 (CR)	109 Energy Efficiency Funding Adj (13,443.000 kWh x \$0.01233)	165.75
EKSTROM FAMILY LLC, SPID 3030017711	3,418.62	118 Bill Adjustment Cost Recovery (7,169.600 kWh x \$0.00236) for 16 days	16.92
Energy charges	2,889.70	118 Bill Adjustment Cost Recovery (6,273.400 kWh x \$0.00354) for 14 days	22.21
Basic Charge	60.00	122 Renewable Resource Adjustment (13,443.000 kWh x \$-0.00171)	22.99 (CR)
Energy Use Charge (13,443.000 kWh x \$0.03643)	489.73	135 Demand Response (13,443.000 kWh x \$0.0007)	9.41
Demand Charge (38.000 KW x \$0.00)	0.00	136 Community Solar Cost Recovery (13,443.000 kWh x \$0.00035)	4.71
Transmission Charge (13,443.000 kWh x \$0.00685)	92.08		
Distribution Charge (1,900.000 kWh x \$0.12488)	237.27		
Distribution Charge (11,543.000 kWh x \$0.10488)	1,210.63		
Power Cost Adjustment (13,443.000 kWh x \$0.05951)	799.99		
Regulatory charges and credits	274.12		

Continued on page 3

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Account charges, continued

137 Solar Payment Option Cost Recov (13,443.000 kWh x \$0.00029)	3.90
138 Energy Storage Cost Recovery (13,443.000 kWh x \$0.00003)	0.40
145 Boardman Decommissioning Adj (13,443.000 kWh x \$-0.00048)	6.45 (CR)
146 Colstrip Power Plant Oper Life Adj (13,443.000 kWh x \$0.005)	67.22
150 Transportation Electrification (13,443.000 kWh x \$0.00062)	8.33
151 Wildfire Mitigation Costs (13,443.000 kWh x \$0.00689)	92.62
152 Extreme Weather & Pandemic Costs (13,443.000 kWh x \$0.00191)	25.68
153 Community Benefits and Impact Advisory Group Costs (13,443.000 kWh x \$0.00002)	0.27
Other charges and credits	0.54
Metro Supportive Housing Services Tax Recovery (0.018%)	0.54
Taxes and fees	254.26
City of Gresham Tax (6.5%)	194.87
Multnomah County Tax (0.14%)	4.20
Low Income Assistance	10.22
Public Purpose Charge (1.5%)	44.97

Amount due 9/3/25**\$3,418.62**

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Ekstrom Nursery Inc

Account number [REDACTED]

Service address **1600 SE 282nd Ave
Gresham, OR 97080-9014**

Service period **6/13/25 to 7/15/25**

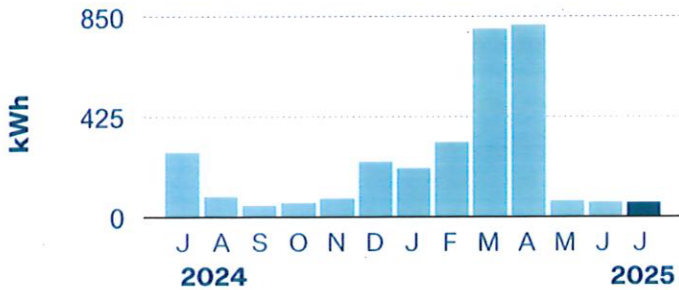
Thank you!

We received your payments totaling **\$59.31.**

**Amount due
\$58.38**

**Due date
7/31/25**

Your monthly energy use history



Thank you for being a PGE customer.

*Your Federal Columbia Benefits are supplied by Bonneville Power Administration (BPA).

Your energy use comparison



Compared to this time last year, this service period was the same number of days and 3 degrees cooler.

Temperature source: Troutdale Airport +

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**Received
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Account number [REDACTED]



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EKSTROM NURSERY INC
OLD WELL
1600 SE 282ND AVE
GRESHAM OR 97080

Amount due: **\$58.38**
Due date: **7/31/25**

PGE



14742 -

Account number [REDACTED]

Service period **6/13/25 to 7/15/25**

Nickname	Meter number	Service point ID	Schedule	Current read -	Previous read =	Total use
none	09944122AB	8500761732	47	82,448	82,390	58 kWh

Account charges

Balance forward **0.00**

Previous amount due 7/1/25 59.31

Payments through 7/15/25 59.31 (CR)

**1600 SE 282nd Ave, SPID
8500761732** **58.38**

Energy charges **52.66**

Basic Charge 39.00

Energy Use Charge (58.000 kWh x \$0.0372) 2.16

Demand Charge (10.000 KW x \$0.00) 0.00

Transmission Charge (58.000 kWh x \$0.00738) 0.43

Distribution Charge (58.000 kWh x \$0.13008) 7.54

Power Cost Adjustment (58.000 kWh x \$0.06078) 3.53

Regulatory charges and credits **1.34**

102 Federal Columbia River Benefits supplied by BPA (58.000 kWh x \$-0.00797) 0.46 (CR)

105 Regulatory Adjustments (58.000 kWh x \$-0.00061) 0.04 (CR)

109 Energy Efficiency Funding Adj (58.000 kWh x \$0.01371) 0.80

118 Bill Adjustment Cost Recovery (58.000 kWh x \$0.00236) 0.14

122 Renewable Resource Adjustment (58.000 kWh x \$-0.00174) 0.10 (CR)

135 Demand Response (58.000 kWh x \$0.00066) 0.04

136 Community Solar Cost Recovery (58.000 kWh x \$0.00039) 0.02

137 Solar Payment Option Cost Recov (58.000 kWh x \$0.00033) 0.02

145 Boardman Decommissioning Adj (58.000 kWh x \$-0.00049) 0.03 (CR)

146 Colstrip Power Plant Oper Life Adj (58.000 kWh x \$0.00511) 0.30

150 Transportation Electrification (58.000 kWh x \$0.00069) 0.04

Continued on page 3

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Account charges, continued

151 Wildfire Mitigation Costs
(58.000 kWh x \$0.0082) 0.48

152 Extreme Weather &
Pandemic Costs (30.813 kWh x
\$0.00218) for 17 days 0.07

152 Extreme Weather &
Pandemic Costs (27.187 kWh x
\$0.0023) for 15 days 0.06

Other charges and credits 0.01

Metro Supportive Housing
Services Tax Recovery (0.018%) 0.01

Taxes and fees 4.37

City of Gresham Tax (6.5%) 3.46

Multnomah County Tax (0.14%) 0.07

Low Income Assistance 0.04

Public Purpose Charge (1.5%) 0.80

Amount due 7/31/25 \$58.38

Received
OCT 06 2025
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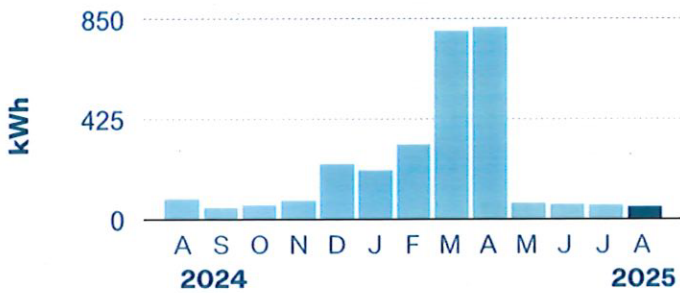


PortlandGeneral.com
800-542-8818

Ekstrom Nursery Inc

Account number [REDACTED]
Service address **1600 SE 282nd Ave
Gresham, OR 97080-9014**
Service period **7/15/25 to 8/13/25**

Your monthly energy use history



Your energy use comparison



Compared to this time last year, this service period was 1 day shorter and 2 degrees cooler.

Temperature source: Troutdale Airport
+

P.O. Box 4438
Portland, OR 97208-4438

EKSTROM NURSERY INC
OLD WELL
1600 SE 282ND AVE
GRESHAM OR 97080

Thank you!

We received your payments totaling **\$58.38.**

Amount due
\$56.18

Due date
8/29/25

Thank you for being a PGE customer.

*Your Federal Columbia Benefits are supplied by Bonneville Power Administration (BPA).

Received

OCT 06 2025

OWRD

Account number [REDACTED]



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Amount due: **\$56.18**
Due date: **8/29/25**

PGE

14742 -

Account number [REDACTED]

Service period **7/15/25 to 8/13/25**

Nickname	Meter number	Service point ID	Schedule	Current read -	Previous read =	Total use
none	09944122AB	8500761732	47	82,498	82,448	50 kWh

Account charges

Balance forward	0.00	105 Regulatory Adjustments (50.000 kWh x \$-0.00061)	0.03 (CR)
Previous amount due 7/31/25	58.38	109 Energy Efficiency Funding Adj (50.000 kWh x \$0.01371)	0.69
Payments through 8/13/25	58.38 (CR)	118 Bill Adjustment Cost Recovery (27.586 kWh x \$0.00236) for 16 days	0.07
1600 SE 282nd Ave, SPID 8500761732	56.18	118 Bill Adjustment Cost Recovery (22.414 kWh x \$0.00354) for 13 days	0.08
Energy charges	50.77	122 Renewable Resource Adjustment (50.000 kWh x \$-0.00174)	0.09 (CR)
Basic Charge	39.00	135 Demand Response (50.000 kWh x \$0.00066)	0.03
Energy Use Charge (50.000 kWh x \$0.0372)	1.86	136 Community Solar Cost Recovery (50.000 kWh x \$0.00039)	0.02
Demand Charge (10.000 KW x \$0.00)	0.00	137 Solar Payment Option Cost Recov (50.000 kWh x \$0.00033)	0.02
Transmission Charge (50.000 kWh x \$0.00738)	0.37	145 Boardman Decommissioning Adj (50.000 kWh x \$-0.00049)	0.02 (CR)
Distribution Charge (50.000 kWh x \$0.13008)	6.50		
Power Cost Adjustment (50.000 kWh x \$0.06078)	3.04		
Regulatory charges and credits	1.19		
102 Federal Columbia River Benefits supplied by BPA (50.000 kWh x \$-0.00797)	0.40 (CR)		

Continued on page 3

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Account charges, continued

146 Colstrip Power Plant Oper Life Adj (50.000 kWh x \$0.00511)	0.26
150 Transportation Electrification (50.000 kWh x \$0.00069)	0.03
151 Wildfire Mitigation Costs (50.000 kWh x \$0.0082)	0.41
152 Extreme Weather & Pandemic Costs (50.000 kWh x \$0.0023)	0.12
Other charges and credits	0.01
Metro Supportive Housing Services Tax Recovery (0.018%)	0.01
Taxes and fees	4.21
City of Gresham Tax (6.5%)	3.33
Multnomah County Tax (0.14%)	0.07
Low Income Assistance	0.04
Public Purpose Charge (1.5%)	0.77

Amount due 8/29/25

\$56.18

Received
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Land Use Information Form



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900
 www.oregon.gov/OWRD

NAME Ekstrom Nursery, Inc; Attn: Scott Ekstrom			PHONE 503-663-4035		
MAILING ADDRESS 1600 SE 282 nd Avenue					
CITY Gresham	STATE OR	ZIP 97080	EMAIL Ekstrom.nsy@gmail.com		

Received
 OCT 06 2025
 OWRD

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts, may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
1 S	4 E	18	NWSE	1000	EFU	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Nursery Operations
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Multnomah County

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

Type of application to be filed with the Oregon Water Resources Department:

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Ground Water Registration Modification
 Limited Water Use License
 Exchange of Water
 Allocation of Conserved Water

Source of water: Reservoir/Pond Ground Water Surface Water (name) _____

Estimated quantity of water needed: 0* cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for _____ household(s)
 Municipal Quasi-Municipal Instream Other Nursery Operations

Briefly describe:

The applicant proposes to temporarily transfer a 6.1-acre portion of Nursery Operations under Certificate 85710 to adjacent farmland on tax lot 1000 for a period of 5 years. The lands involved in the temporary transfer are listed in the table above.
 *No additional water is requested other than what is already authorized under Certificates 85710 (290 gpm).

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

See Page 4 →

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): MCC 39.4220(A) Allowed Use, Farm Uses
- Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Oregon Water Resources Department regarding this proposed use of water in the box below or on a separate sheet.

Received
OCT 06 2025
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Name: Lisa Estrin Title: Senior Planner
 Signature: *Lisa Estrin* Date: 10/2/2025
 Governmental Entity: Multnomah County Land Use Planning Phone: 503-988-0167

Receipt Acknowledging Request for Land Use Information	
<p>Note to Local Government Representative: Please complete this form and return it to the applicant. For new water right applications only, if you are unable to complete this form while the applicant waits, you may complete this receipt and return it to the applicant. If you sign the receipt, you will have 30 days from the date of OWRD's Public Notice of the application to submit the completed Land Use Information Form to Oregon Water Resources Department. Please note while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for all other applications.</p>	
Applicant Name: _____	
Staff Name: _____	Title: _____
Staff Signature: _____	Date: _____
Governmental Entity: _____	Phone: _____

EXHIBIT "A"
The Property

PARCEL I

A tract of land situated in the South one-half of the Southwest one-quarter of the Northwest one-quarter of Section 18, Township 1 South, Range 4 East of the Willamette Meridian, in the City of Gresham, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said legal subdivision; thence Westerly, along the South line thereof, a distance of 350.00 feet to a point; thence Northerly, parallel with the East line of said legal subdivision, a distance of 230.00 feet to a point;; thence Easterly, parallel with the South line of said legal subdivision, a distance of 350.00 feet to a point in the East line of said legal subdivision; thence Southerly, along said East line, a distance of 230.00 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress purposes more particularly described as follows:

Beginning at the Southwest corner of the above described tract; thence Westerly, along the South line of said legal subdivision, a distance of 940 feet, more or less, to a point in the East line of S.E. 282nd Avenue; thence Northerly, along said East line, a distance of 25.00 feet to a point; thence Easterly, parallel with the South line of said legal subdivision, a distance of 940 feet, more or less, to a point in the West line of the above described tract; thence Southerly, along said West line, a distance of 25.00 feet to the point of beginning.

PARCEL II:

A tract of land situated in the East one-half of the Southeast one-quarter of the Northwest one-quarter of Section 18, Township 1 South, Range 4 East of the Willamette Meridian, County of Multnomah and State of Oregon, described as follows:

Beginning at the concrete monument marking the center of Section 18; thence South 89° 58' West along the South line of the Northwest one-quarter of said Section 18, a distance of 652.76 feet to the Southwest corner of the East one-half of the Southeast one-quarter of the Northwest one-quarter of Section 18; thence North 0° 56' 30" East along the West line of said legal subdivision 616.32 feet; thence North 89° 58' East parallel with the South line of the Northwest one-quarter of Section 18, 277.00 feet; thence North 0° 56' 30" East, 668.10 feet to a point on the South line of Lusted Road, County Road No. 675; thence East along the South line of Lusted Road 50.00 feet; thence South 0° 56' 30" West, 668.07 feet; thence North 89° 58' East parallel with the South line of Section 18, 326.75 feet to a point on the North and South center line of said section 18; thence South 1° 02' West along the North and South center line of said Section 18, a distance of 616.32 feet to the point of beginning.

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PARCEL III:

A tract of land situated in the Northwest one-quarter of Section 18, Township 1 South, Range 4 East of the Willamette Meridian, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 18; thence South, along the West line thereof, a distance of 1315.14 feet to the centerline of Lusted Road; thence East along said centerline a distance of 1309.90 feet to a point; thence South, parallel with the West line of said Section 18, a distance of 30.00 feet to a point in the South line of said Lusted Road, and the Northwest corner of that certain tract of land conveyed to Ben Hager, et ux by contract recorded in Book 279, page 381, County Records; thence South, along the West line of said Hager tract, a distance of 630.97 feet to the point of beginning of the tract herein described; thence East parallel with the centerline of said Lusted Road, a distance of 25.00 feet to an angle point in the West line of said Hager tract; thence South, continuing along the West line of said Hager tract, a distance of 378.00 feet to the most Southerly Southwest corner thereof; thence East, along the South line of said Hager tract, a distance of 227.00 feet to the Southeast corner thereof; thence North, along the East line of said Hager tract, a distance of 470.97 feet to the Northwest corner of that certain tract of land conveyed to George O. Hart, et ux from Carl Ekstrom et ux, by contract dated June 10, 1964; thence East, along the South line of said Hart tract, a distance of 405.6 feet, more or less, to the Southeast corner thereof, and a point in the East line of the West one-half of the Southeast one-quarter of the Northwest one-quarter of said Section 18; thence South, along said East line, a distance of 747 feet, more or less, to the Southeast corner thereof; thence West, along the South line of said Northwest one-quarter of Section 18, a distance of 653 feet, more or less, to the Southeast corner of that certain tract of land conveyed to Carl F. Ekstrom, et ux by Deed recorded in Book 1838, Page 481, County Records; thence North, along the East line of said Ekstrom tract, a distance of 654.0 feet to the point of beginning

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EXHIBIT "B"
Permitted Exceptions

1. The lien for real estate taxes not yet due and payable.
2. The Property has been classified as farm land, as disclosed by the tax roll. If the Property becomes disqualified, the Property may be subject to additional taxes and/or penalties.
3. City lien in favor of the City of Gresham:

Purpose: Deferred reimbursement
Amount: \$2,042.75, plus interest and penalties, if any
Reference No.: 1496/111401
Affects Parcel I

4. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of an unnamed creek.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Portland
Purpose: Water pipe or conduit
Recording Date: December 12, 1923
Recording No.: B 938; P 399
Affects Parcel II

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Adjacent property owners
Purpose: Road and utilities
Recording Date: August 15, 1967
Recording No.: B 576; P 570
Affects Parcel II

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Portland
Purpose: Underground cable
Recording Date: February 21, 1979
Recording No.: B 1332; P 565
Affects Parcel II

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AFTER RECORDING RETURN TO:

Warner E. Allen
850 NE 122nd Ave.
Portland, OR 97230

UNTIL A CHANGE IS REQUESTED,
SEND TAX STATEMENTS TO:

Ekstrom Nursery, Inc.
1600 SE 282nd
Gresham, OR 97080

TRUE CONSIDERATION IS:
\$700,000.00

Multnomah County Official Records
R Weldon, Deputy Clerk

2015-103911

08/13/2015 09:12:27 AM

1R-TR DEED Pgs=8 Stn=12 ATRCA
\$40.00 \$11.00 \$10.00 \$20.00

\$81.00

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DEED OF TRUST

THIS TRUST DEED, is made the 6th day of August, 2015, by and among Ekstrom Family, LLC (Borrower), whose address is 1600 SE 282nd Avenue, Gresham, Oregon 97080, as Grantor, Warner E. Allen, whose address is 850 NE 122nd Avenue, Portland, Oregon 97230, as Trustee, and James A. Ekstrom and Shelley L. Ekstrom, husband and wife (Lender), whose address is 1616 SE 282nd Avenue, Gresham, Oregon 97080, as Beneficiary.

WITNESSETH: That the said Grantor, in consideration of the sum of Seven Hundred Thousand Dollars (\$700,000.00), receipt of which is acknowledged; and for the purpose of securing the repayment of the said sum with interest, and the performance of the covenants hereinafter contained, does hereby irrevocably grant, bargain, sell, convey and warrant unto the said Trustee, in trust, with power of sale, the lands, premises and property commonly known as 1600 SE 282nd Avenue, Gresham, Oregon 97080, and more particularly described on the attached Exhibit "A", together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises including all water rights, landscape, all buildings and improvements thereon (or that may hereafter be erected thereon), reversions and remainders (collectively, the "Real Property"); all rental deposits, issues, profits, rebates, utility rebate accounts, tax and insurance rebates, refunds from applicable governmental agencies, and insurance carriers and the proceeds of any and all insured casualties and/or losses, condemnations and takings similar to condemnation related to the Real Property (collectively, the "Proceeds"); any leases covering the Real Property (the "Leases"); and the following property which is and shall be deemed to be fixtures and a part of the Real Property: all plumbing, heating, cooking, cooling, ventilating, watering, and irrigating apparatus, window shades, venetian blinds, screens and storm windows and doors, shutters and awnings, floor coverings, machinery or any other fixtures and replacements thereof now or hereafter during the term of this Trust Deed belonging to or used in connection with the Real Property all of which are a part of the security for the indebtedness herein mentioned.

In addition thereto, the following described furniture, appliances and equipment or other fixtures and any replacements thereof, which are and shall be deemed to be fixtures and a part of the realty, are included as security for the indebtedness herein mentioned, to wit (the "Personal Property"): all personal property of every kind now owned or hereafter acquired and situated upon or used in connection with the operation, ownership, use or maintenance of the Real Property, including (without limitation) any and all greenhouses situated on the Real Property.

The Real Property, Proceeds, Leases, and Personal Property are sometimes collectively referred to herein as the "Property."

TO HAVE AND TO HOLD the granted premises and property and the aforesaid rents, deposits, issues, profits, refunds, rebates and the like thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply any part or all of such property, including such rents, issues and profits.

And the Grantor hereby covenants with the said Beneficiary as follows:

FIRST: The Grantor shall pay to the order of the Beneficiary at such place as may be designated in said order the sum above designated as consideration for this Trust Deed together with interest thereon, said sum to be paid in accordance with the terms of a certain promissory note or notes dated August 1, 2015, executed by the Grantor to the Beneficiary which said note or notes have a final maturity of June 1, 2017.

LAWYERS AC1536583

RECORDED BY LAWYERS TITLE INS CORP AS AN ACCOMMODATION ONLY NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

SECOND: The security of this Trust Deed shall also extend to and cover any additional loan or loans or advances made by the Beneficiary to the Grantor or any of his successors in ownership of the real estate and property hereby conveyed; provided that the maturity of such additional debt shall not be later than the time specified for the payment of the original debt secured hereby. This paragraph shall not, however, restrict or affect other advances, including any advances for taxes, insurance or other Lender advances as provided for elsewhere herein.

THIRD: The Grantor is lawfully seized of the Real Property in fee simple, and is the sole and exclusive owner thereof and has the right to execute this Trust Deed and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

FOURTH: During the entire life of this Trust Deed and until Beneficiary has been paid in full, the Real Property and Personal Property, if any, shall be kept insured by the Grantor against loss or damage by fire and extended coverage for the full insurable value of such property in such form and type as shall be satisfactory to the Beneficiary in its commercially reasonable discretion. All the insurance written on the Real Property and Personal Property shall name the Beneficiary as an additional loss payee and shall be payable in the event of loss to the Beneficiary and Beneficiary shall be entitled to the possession of all such insurance policies during the life of this Trust Deed. Grantor agrees to deliver to the Beneficiary the renewals of the insurance policies not less than ten calendar days before the expiration of the policy or policies to be renewed and replaced. The cash value or the surrender value or the unearned premium of all such insurance policies is hereby assigned to the Beneficiary as additional security for the loan and in the event of sale by the Trustee or other transfer of title to the subject property in extinguishment of part or all of the debt secured hereby, all right, title and interest of the Grantor in and to any such insurance policies then in force shall pass to the Beneficiary. The Grantor will pay the premiums for said insurance as the same shall become due. The Beneficiary shall not be responsible for any failure to place or maintain such insurance, or for loss or damage growing out of a defect or non-payment of loss in or under any such policy of insurance. If the Real Property or Personal Property, or any part thereof, shall be damaged by fire or other hazards against which insurance is held, the amounts paid by any insurance company pursuant to the contract of insurance, shall be paid to the Beneficiary and the amounts so received may be applied by the Beneficiary, at its option, either upon any sum or sums secured by this Trust Deed whether or not the same are due, or released by the Beneficiary, at its sole option for the repairing, replacing and rebuilding of the Real Property or Personal Property or for other purposes; said repairing, replacing and rebuilding to be done and made subject to the approval of the Beneficiary and in a manner satisfactory to the Beneficiary.

WARNING:

IT IS YOUR DUTY AS BORROWER OR GRANTOR HEREIN TO MAINTAIN FIRE AND CASUALTY INSURANCE ON THE PROPERTY AND TO PROVIDE US AS LENDER/BENEFICIARY WITH A FIRST LOSS PAYABLE ENDORSEMENT TOGETHER WITH A COPY OF THE POLICY. IT IS ALSO YOUR DUTY TO PAY FOR THE INSURANCE UNLESS A RESERVE ACCOUNT OR IMPOUND ACCOUNT IS PAID INTO US AND MAINTAINED BY US FOR THE PURCHASE OF INSURANCE. THE FOLLOWING PROVISIONS OF THIS SECTION FORTH ARE REQUIRED PURSUANT TO OREGON LAW:

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

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FIFTH: This instrument shall constitute a security agreement with respect to the Personal Property or any fixtures included within the description of the Real Property, or both.

At the request of Beneficiary, Grantor shall join with the Beneficiary in executing one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Beneficiary and will pay for filing the same in the proper public office or offices as well as the cost of such lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary. Grantor shall, at Beneficiary's request, execute renewals of all financing statements. Grantor herewith appoints the Trustee as Grantor's attorney-in-fact for such purposes.

SIXTH: The Grantor will pay before delinquency, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments, liens, charges for the use of water on the Real Property, and any other charges or assessments which may become liens thereon, including any and all charges, liens, assessments, costs or expenses directly or indirectly related to the Real Property, and/or any condition thereof as may be ordered or required by any governmental agency, whether the same are or are not prior to the lien of this Trust Deed; Grantor shall likewise keep the Real Property free and clear of any and all liens for labor and material or any lien whatsoever that may become prior to the lien of this Trust Deed and save Beneficiary harmless therefrom; provided, however, that in the event that Grantor disputes the amount or validity of any claim which constitutes a lien or encumbrance on the Property, Grantor may contest such claim provided (a) Grantor gives to Beneficiary prior written notice of such contest, (b) Grantor causes such lien to be removed, by bond or deposit as allowed by applicable law, from the Property, (c) Beneficiary's interest in the Property and/or the lien of this Trust Deed are not jeopardized thereby, and (d) Grantor promptly pays any amount ultimately determined to be due. Grantor shall pay all costs, fees and expenses of Beneficiary relating directly or indirectly relating to the protection of Beneficiary's rights in this Trust Deed. Grantor shall timely and immediately furnish to Beneficiary written proof of compliance with all the terms hereof in a form acceptable to Beneficiary.

SEVENTH: The Grantor will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and will use the Real Property only for lawful purposes. The Grantor shall at all times bring, keep and maintain the Real Property in full, complete and literal compliance with each existing and future law, ordinance, statute, rule and regulation of any and all applicable governmental and private agencies having jurisdiction over the Real Property or any condition thereof. Grantor shall not commit or suffer, strip or waste upon the Real Property and will not do or suffer to be done any act or thing which may in any way impair the security of this Trust Deed, except as otherwise permitted hereunder. The Property shall at all times be kept in a sound state of preservation, clean, free of all trash, vermin, dangerous substances and in first class repair, and in any event, in at least as good condition as the same are in on the date of this Trust Deed or in such better condition as the same may be put during the term of the loan secured by this Trust Deed; the character and usage of the Real Property shall not be changed, and alterations in the Real Property or additions thereto shall not be made without the written consent of the Beneficiary, which shall not be unreasonably withheld, conditioned, or delayed. In the event of an actual or threatened destruction or removal of the improvements or Personal Property from the Real Property, the Beneficiary may, at its option, declare the entire debt hereby secured due and payable.

The Trustee upon presentation to it of a statement signed by the Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein; and to act thereon hereunder.

EIGHTH: In the event that any portion or of the Real Property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees reasonably paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; the Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

TENTH: This Trust Deed and the note or notes hereby secured may be extended or modified by the Beneficiary at any time, without notice, and Beneficiary may release and/or substitute collateral, release or discharge any person or entity then or who may be personally obligated hereunder or on the note or under or pursuant to any guarantee relating to the obligations secured by this Trust Deed and neither the Grantor nor any Grantor's successor, guarantor or predecessor shall be released from any liability hereunder or under said note or notes or under any guarantee relating thereto and all such acts of Beneficiary shall not impair, alter or affect the obligation of any such person, entity, predecessor successor or guarantor, nor shall any such act of Beneficiary

alter or affect the Beneficiary's rights under any loan document and/or hereunder and/or the lien of this Trust Deed in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of each Grantor and shall inure to the benefit of any successor in interest of the Beneficiary. It is agreed that if any note or notes secured hereby be assigned and transferred by the Beneficiary to any one or more parties without the assignment of this Trust Deed, then the Trustee shall hold this Trust Deed in trust for the benefit of such assignee or assignees, and may foreclose such Trust Deed for the benefit of such assignee or assignees to the same extent as though such notes had not been assigned.

ELEVENTH: All management records, rental agreements and records, insurance policies; keys, deposit agreements, and all rents, issues, income, deposits and profits derived from the Property are hereby assigned to the Beneficiary as additional security. In the event of default of the Grantor in any respect under this Trust Deed, the Beneficiary shall have the right to take possession of all the Property and to collect and retain the said papers, keys, rents, issues, deposits, income and profits derived from the Property, including those past due and unpaid. Said rents, issues, income and profits shall be applied by the Beneficiary, at its option, in payment of operating costs and reasonable expenses in connection with the operation and management of the Real Property, in payment of customary costs and charges for collection and management, or upon any indebtedness due or which may become due upon said note or notes, or upon or under this Trust Deed. No action taken by Beneficiary hereunder, nor shall any failure to act by Beneficiary hereunder waive any right of Beneficiary nor shall any payment or application of payment hereunder serve to cure any default existing. All Beneficiary's rights hereunder and under the terms of this Trust Deed are deemed cumulative.

TWELFTH: The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

THIRTEENTH: In the event that Grantor defaults hereunder, the Beneficiary, without notice (except as otherwise required hereunder) and without regard to the value of the Real Property or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of a receiver and to have appointed a receiver to manage and control the Property. In the event the Beneficiary or any Receiver enters into possession of the Real Property, the Grantor shall deliver to the Beneficiary or receiver all deposits, rental agreements, rental records, utility records and deposits and all other papers, keys, documents and records which the Beneficiary or the receiver deems necessary or desirable in their sole discretion. Grantor shall additionally deliver to the Beneficiary or the Receiver all Personal Property and in no event, shall Beneficiary or Receiver be held liable or responsible in any manner for injuries, loss, destruction or damage to such property or any portion thereof.

FOURTEENTH: The Grantor agrees to indemnify Beneficiary and the Trustee and to pay all costs, fees and expenses of the Beneficiary and the Trustee relating directly or indirectly to this Trust Deed, including the cost of title search, receivership and all other costs and expenses of the Beneficiary and the Trustee incurred by them in connection with protecting the lien hereof or enforcing the obligations secured by this Trust Deed in any nonjudicial or judicial proceeding, including in any bankruptcy case in which the Property or the rights of Beneficiary shall be directly or indirectly considered, including Trustee's and attorney's fees actually incurred by the Trustee or the Beneficiary, in any trial and appellate court.

The Grantor shall hold Beneficiary and Trustee harmless of all claims, actions and demands, including attorney's fees and shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of the Beneficiary or Trustee; Grantor shall pay all costs and expenses, including the costs of title search and of attorney's fees incurred by Grantor, the Beneficiary and the Trustee in any such action or proceeding in which Beneficiary or Trustee may appear, and in any action brought by Beneficiary and Trustee to foreclose or enforce Beneficiary and Trustee's rights hereunder.

FIFTEENTH: Should the Grantor be or become in default in any of the covenants or agreements contained herein, then the Beneficiary at its option, but subject to Grantor's right to cure as set forth below, may perform the same and all expenditures made by the Beneficiary in so doing, or under any of the covenants or agreements herein, shall bear the rate of interest as is provided in the note or notes secured by this Trust Deed and all such expenditures by Beneficiary shall be forthwith paid by Grantor to Beneficiary without demand together with interest and all Beneficiary's costs relating thereto. All Beneficiary's advances, costs and attorney's fees incurred under or pursuant to this Trust Deed in any proceeding shall be additionally secured by the lien of this Trust Deed.

SIXTEENTH: In the event the Grantor or any one of them sells, contracts to sell or leases (coupled or accompanied by an option to purchase) any part or all of the Real Property or any interest therein or in the event

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Grantor or any one of Grantor's interests in the aforesaid property is terminated by judicial action or otherwise, without the express prior written consent of the Beneficiary being first obtained, the Beneficiary may, at its option, declare the entire balance of the loan evidenced by the aforesaid note or notes secured by this Trust Deed to be immediately due and payable. Grantor shall make prior written application to Beneficiary for Beneficiary's consent to any sale, lease or transfer of any part or all of Grantor's interest in the Real Property. Beneficiary may require from any proposed transferee such information as would normally be required by national banks or savings and loan associations if the transferee were a new loan applicant. Beneficiary may require any additional information and documentation which Beneficiary deems pertinent. As a condition of consent to any sale, transfer or lease, the Beneficiary may impose a service charge, increase the interest rate of the indebtedness secured by this Trust Deed, and accelerate the maturity date of such indebtedness in such manner as Beneficiary deems appropriate in its sole discretion.

SEVENTEENTH: Upon default by Grantor under the note or notes secured hereby, in payment of any indebtedness or advances secured hereby or in the performance of any covenant or agreement herein, the Beneficiary may immediately and without notice declare all sums secured hereby fully and immediately due and payable. Notwithstanding anything to the contrary contained herein, a failure by Grantor to perform, when due, any of the terms, covenants and conditions set forth in this Trust Deed other than the obligation to repay the indebtedness secured hereby shall constitute an event of default only if Grantor, following written notice from Beneficiary describing the event of default, shall have failed to cure such default within thirty (30) days following receipt of such written notice; provided, however, that if the default cannot be remedied within thirty (30) days, it shall not be an event of default if Grantor commences the remedy within such thirty (30)-day period and diligently proceeds to cure the default within a reasonable period of time. Beneficiary may personally or require the Trustee to execute and record a written notice of default and election to sell the property which is security under the terms of this Trust Deed. Beneficiary may, personally or by agent or through the Trustee, cause a nonjudicial foreclosure or a judicial foreclosure to be instituted in the manner provided by law. Beneficiary, in its sole direction, may direct the method, manner and the order and sequence by which the security for this Trust Deed shall be foreclosed and sold and Beneficiary may, at any time, amend, modify or change such method or manner by which foreclosure shall be accomplished. If Beneficiary directs foreclosure by nonjudicial sale, Beneficiary shall so notify the Trustee and the Trustee shall thereupon prepare and serve such notices as shall be required and conduct the nonjudicial sale as required by applicable law. Beneficiary shall have the right to require the Trustee to modify the time and place of sale and shall, at all times, have the right to appoint a successor trustee.

EIGHTEENTH: If following the occurrence of an event of default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by statutory law pays the entire amount then due under the terms of the Trust Deed and the obligation secured thereby, the Grantor or other person making such payment shall also pay to the Trustee and to the Beneficiary and their respective attorneys all the Beneficiary's and the Trustee's costs and expenses incurred in enforcing the terms of the note or notes secured by this Trust Deed, and in enforcing Beneficiary's rights provided herein, including Trustee's and Beneficiary's attorney's fees to the extent actually incurred.

NINETEENTH: Neither the acceptance of any late payment, other late performance nor the waiver of any provision or duty provided in the note and this Trust Deed by Beneficiary shall constitute a waiver of any other then known default on the part of Grantor, nor a subsequent waiver of a similar or of any other duty or provision required of the Grantor, nor of the provision itself.

TWENTIETH: If the Trustee conducts a nonjudicial sale pursuant to applicable law, the Trustee shall apply the proceeds of sale as follows and in the order shown: (1) to the expenses of the sale including the Trustee's charges, expenses and attorney's fees, (2) to the obligation secured by this Trust Deed, including all sums which Beneficiary is authorized to deduct under this Trust Deed, (3) to any person or entity having a recorded lien subsequent to the interests of the Beneficiary in this Trust Deed as their interest may appear and in the order of their priority, and (4) the surplus, if any, to the Grantor or to Grantor's successors in interest entitled to such surplus.

TWENTY-FIRST: Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs and expenses relating to the said request for reconveyance.

TWENTY-SECOND: In accordance with applicable law, Beneficiary may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

TWENTY-THIRD: The Real Property is currently used for agricultural purposes.

TWENTY-FOURTH: Time, place, method and manner of performance is absolutely and strictly of the essence.

TWENTY-FIFTH: If any litigation or arbitration is instituted to enforce or interpret any provision hereof, or to foreclose this Trust Deed, the prevailing party shall be entitled to collect, in addition to all other amounts and relief, its court costs, title search costs, and other reasonable attorney fees, incurred both at and in preparation for trial and any appeal or review, such amount to be set by the court before which the matter is heard.

TWENTY-SIXTH: All notices to be given pursuant to this Trust Deed shall be in writing and shall be sufficient if personally delivered or deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom directed at its address shown above. Notices (as distinguished from payments) will be deemed received when personally delivered or two (2) days after deposit in the United States Mail. Any party may change its address set forth herein by giving ten (10) days prior written notice thereof to all other parties.

TWENTY-SEVENTH: This Trust Deed is a commercial trust deed and is not a residential trust deed, as the phrase "residential trust deed" is defined in ORS 86.705, and the provisions of ORS 86.705 through 86.815 applicable to the foreclosure of commercial trust deeds shall apply to this Trust Deed at the option of the Beneficiary.

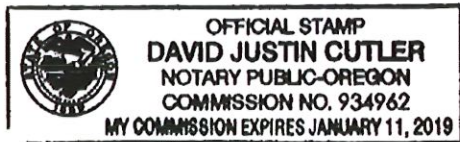
IN WITNESS WHEREOF, Grantor executed this Trust Deed on the date set forth above.

Ekstrom Family, LLC

By: Donald E Ekstrom
Donald E. Ekstrom, Manager

STATE OF OREGON)
)ss.
County of Multnomah County)

This instrument was acknowledged before me on the 6th day of August, 2015, by Donald E. Ekstrom, Manager of Ekstrom Family, LLC, an Oregon limited liability company.



David Justin Cutler
Notary Public For Oregon
My Commission Expires: _____

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REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

To: Trustee.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 20__

BY: _____

Mail reconveyance to

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EXHIBIT "A"

The real property situated in Multnomah County, Oregon, and more particularly described as follows:

The South half of the following described tract of land, namely:

BEGINNING at the half-mile post on the West side of Section 18, Township 1 South, Range 4 East of the Willamette Meridian; thence North tracing the said West side of said section, 1316 feet thence N89° 45' E., 1309.8 feet; thence South 1313.8 feet; thence S. 89° 39' W. 1309.8 feet to place of beginning, containing 39.50 acres more or less, EXCEPTING THEREFROM the following tract:

BEGINNING at a point 30 feet East of the 1/4 section corner on the West line of Section 18, T1S, R4E, W. M., thence Easterly along the East and West center line thru said Section 18 a distance of 200.0 feet to a point; thence North and parallel with the West line of said Section 18 a distance of 370.0 feet to a point; thence Westerly parallel with the East and West center line of said Section 18 a distance of 200.0 feet to the East line of County Road No. 544, thence South along the East line of said County Road 370.0 feet to the place of beginning and containing 1.7 acres more or less.

AND FURTHER EXCEPTING THEREFROM the following tract:

A tract of land situated in the Southwest one-quarter of the Northwest one-quarter of Section 18, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

BEGINNING at the Southeast corner of said legal subdivision; thence Westerly, along the south line thereof, a distance of 375.00 feet to a point; thence Northerly, parallel with the East line of said legal subdivision, a distance of 250.00 feet to a point; thence Easterly, parallel with the South line of said legal subdivision, a distance of 375.00 feet to a point in the East line, of said legal subdivision; thence Southerly, along said East line, a distance of 250.00 feet to the point of beginning.

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Business Name Search

New Search	Printer Friendly	Business Entity Data				09-03-2025 12:58
Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
409850-95	DLLC	ACT	OREGON	01-29-2007	01-29-2026	
Entity Name	EKSTROM FAMILY, LLC					
Foreign Name						

New Search	Printer Friendly	Associated Names				
Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	1600 SE 282ND					
Addr 2						
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	12-29-2020	Resign Date
Name	DONALD	E	EKSTROM			
Addr 1	1600 SE 282ND					
Addr 2						
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS			
Addr 1	1600 SE 282ND				
Addr 2					
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA

Type	MEM	MEMBER			Resign Date
Name	DONALD	E	EKSTROM		
Addr 1	29840 SE CHASE RD				
Addr 2					
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA

Type	MGR	MANAGER			Resign Date
Name	REBECCA	J	EKSTROM		
Addr 1	29840 SE CHASE RD				
Addr 2					
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA

New Search	Printer Friendly	Name History			
Business Entity Name	Name Type	Name Status	Start Date	End Date	
EKSTROM FAMILY, LLC	EN	CUR	01-29-2007		

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Business Name Search

New Search	Printer Friendly	Business Entity Data				08-07-2025 08:32
Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
430370-84	DBC	ACT	OREGON	12-28-1994	12-28-2025	
Entity Name	EKSTROM NURSERY, INC.					
Foreign Name						

New Search	Printer Friendly	Associated Names				
Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	1600 SE 282ND AVE					
Addr 2						
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT			Start Date	12-02-2020	Resign Date	
Name	DONALD	E	EKSTROM					
Addr 1	1600 SE 282ND AVE							
Addr 2								
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA			

Type	MAL	MAILING ADDRESS				
Addr 1	1600 SE 282ND					
Addr 2						
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA	

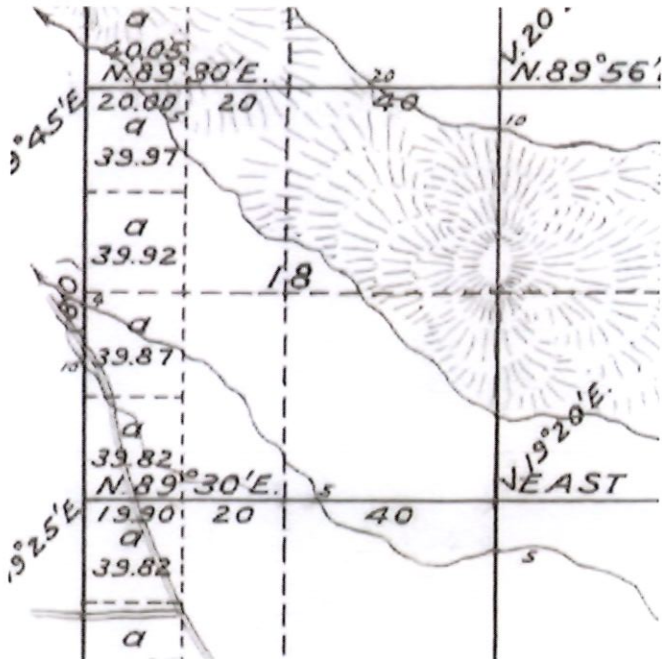
Type	PRE	PRESIDENT			Resign Date	
Name	DONALD	E	EKSTROM			
Addr 1	29840 SE CHASE RD					
Addr 2						
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA	

Type	SEC	SECRETARY			Resign Date	
Name	REBECCA	J	EKSTROM			
Addr 1	29840 SE CHASE RD					
Addr 2						
CSZ	GRESHAM	OR	97080	Country	UNITED STATES OF AMERICA	

New Search	Printer Friendly	Name History			
Business Entity Name	Name Type	Name Status	Start Date	End Date	
EKSTROM NURSERY, INC.	EN	CUR	12-28-1994		

BLM Cadastral Survey Map

https://www.blm.gov/or/landrecords/landsurvey/gPlatView1_2.php?path=POR&name=t010s040e001.jpg&tr=001-0S004-0E



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Temporary Transfer Application Intake Checklist

Transfer # T-14742

Reviewer <i>Jon</i>	Type of Change(s) Proposed: MUST INCLUDE A CHANGE IN PLACE OF USE		
Date <i>10/7/25</i>	<input type="checkbox"/> POU	<input type="checkbox"/> POU/POD	<input type="checkbox"/> POU/APOD
	<input type="checkbox"/> POU/POA	<input type="checkbox"/> POU/APOA	
Calculated Fee \$ 2090.00 <i>1450.00</i>		Fee Received \$	
Certificate(s): 008908 <i>85710</i>		Check ALL Certs in WRIS to confirm they are not cancelled	
For multiple certificates, does application meet requirement of OAR 690-380-3220? If no, why? Use the flow chart for multiple Certs			<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Notes: <i>Applicant asks for 2026 - 2031 - This is 6 years you will need to contact them by e-mail -</i>			

Application: OAR 690-380-3000; OAR 690-380-3220			
1.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Have ALL of the applicant's signed and dated the application? If no, whose signature is missing?
2.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Part 5 of application: Does the information match the description of the explanation on Part 4 of the application?
3.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
	For multiple certificates: Each certificate proposed for transfer has their own separate completed Part 5, Tables 1 & 2? If no, which certificate(s) are missing separate Part 5, Tables 1 & 2?		

Map Requirements: OAR 690-380-3100			
4.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Map included and meets mapping requirements?
5.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
	Map Waiver? The map waiver must be issued by the Department		
Notes:			

Attachments: OAR 690-380-3000			
6.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Evidence of Use included, signed, & notarized w/supporting documentation?
	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Current recorded deed for the land from which the authorized place of use is temporarily being moved included?
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
	Affidavit of Consent from Landowner(s) described on the deed?		
7.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
	Land Use Form included and signed by the County?		
8.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
	District: Place of use is in <u>or</u> near an irrigation district?		
	If Yes, is Form D included? Name of the District		
9.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
	For changes in POA/APOA – are the well logs included?		
10.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
	For change in POU within Umatilla County, Supplemental Form U included?		

<input type="checkbox"/>	Application complete: no deficiencies identified, assign a T-number and put this checklist in T-folder.
<input type="checkbox"/>	Application DEFICIENT: DO NOT accept - return to applicant with letter explaining deficiencies identified.



October 3, 2025

Ms. Lisa Jaramillo
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271

Subject: Application for a Temporary Water Right Transfer for Certificate 85710, Ekstrom Nursery, Inc.

Ms. Jaramillo:

On behalf of the applicant, Ekstrom Nursery Inc., please find enclosed an Application for a Temporary Water Right Transfer involving Certificate 85710 accompanied by a check in the amount of \$1,450.01 for payment of the application filing fee.

If you have any questions regarding the enclosed application, you can reach me at 503-967-7050 x204. Please copy me on any correspondence regarding this application.

Respectfully submitted,

Theodore Ressler, RG, CWRE
Summit Water Resources LLC

Cc: Scott Ekstrom – Ekstrom Nursery, Inc

Enclosures:

Application for a Permanent Water Right Transfer involving Certificate 85710
Check #11321 in the amount of \$1,450.01

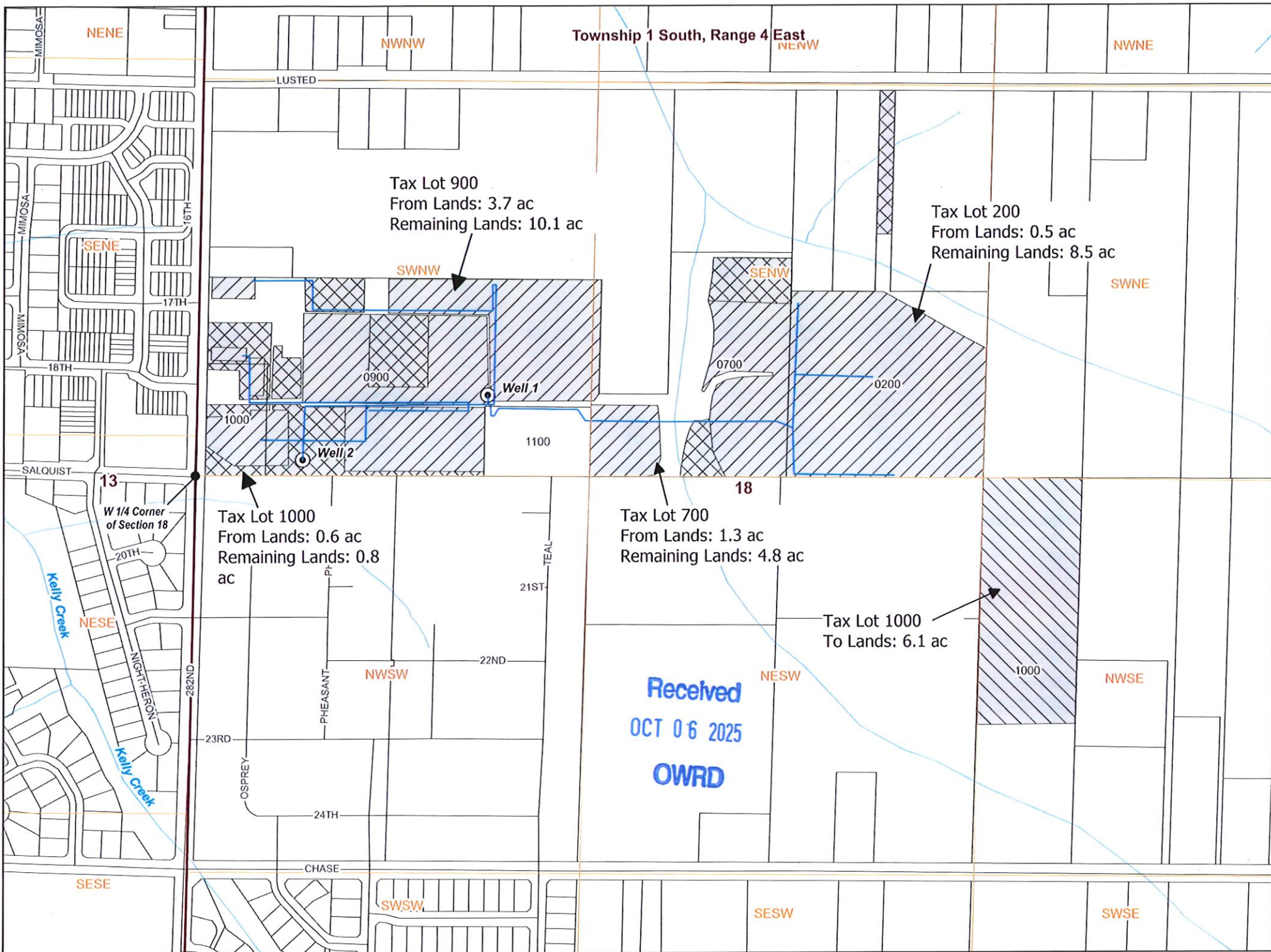
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Oregon Water Resources Department
Transfer Fee Calculation for Temporary Transfer

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	Fee Calculation
Today's Date: Monday, September 1, 2025	
Base Fee (includes temporary change to one water right for up to 1 cfs) Fill in information below-- Check each box that applies.	\$1,425.00
Enter total number of water rights included in transfer. <input type="text" value="1"/>	<input type="text" value="\$0.00"/>
<input type="checkbox"/> Check this box if you propose to change the place of use for a NON-irrigation use.	
<input checked="" type="checkbox"/> Check this box if you propose to change the place of use for an irrigation use.	
Enter the number of acres in the footprint of the place of use to be transferred. <input type="text" value="6.1"/> (If a supplemental certificate also covers the same land as an included primary right, count the acreage only once.)	<input type="text" value="\$25.01"/>
Total Transfer CFS(rounded up to the next whole cfs):	<input type="text"/>
Subtotal:	<input type="text" value="\$1,450.01"/>
<input type="checkbox"/> The transfer is necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932.	
<input type="checkbox"/> The transfer is endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat.	
Discount:	<input type="text"/>
<input type="checkbox"/> Check the box if you are submitting the application and map in a Department-approved digital format.	
Transfer Fee:	<input type="text" value="\$1,450.01"/>

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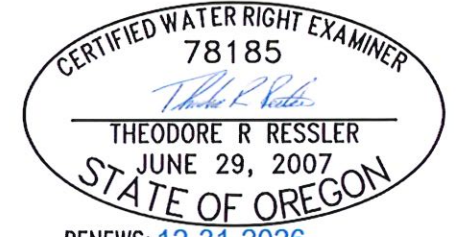
LEGEND

- From Lands C-85710. 6.1 ac
- To Lands C-85710, 6.1 ac
- Remaining Lands C-85710, 24.2 ac
- Points of Appropriation (POA)
- Mainlines
- Roads
- Taxlots
- Waterbody
- Watercourse

POA Location Description

Well 1 (MULT 2546)
 Located 288 feet North and 940 feet East from W 1/4 corner of Section 18 (SWNW), Township 1 South, Range 4 East, W.M.

Well 2 (MULT 4075)
 Located 69 feet North and 367 feet East from W 1/4 corner of Section 18 (SWNW), Township 1 South, Range 4 East, W.M.



RENEWS: 12-31-2026

N

Scale
 0 200 400 ft

1-inch = 400 feet

Date: 9/3/2025
 Data Sources: BLM, OWRD OGEO, USGS, Multnomah County
 Disclaimer: This map is not intended to provide legal dimensions or property ownership lines.

**Application for a Temporary
 Water Right Transfer
 Certificate 85710**
 Priority Date: 04/06/1992

Application in the Name of Ekstrom Nursery
 Multnomah County

Received
 OCT 06 2025
 OWRD

14742 -

