



June 21, 2023

Shonee D. Langford

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C: 503-807-2082

slangford@schwabe.com

VIA E-MAIL

Dwight French and Patricia McCarty
Oregon Water Resources Department
725 Summer Street N.E., Suite A
Salem, OR 97301-1271

RE: Surface Water Registration Statement No. 604
Our File No.: 113081-141877

Dear Dwight and Patricia:

Pursuant to the attached settlement agreements between the Oceanside Water District (“District”), WaterWatch of Oregon and the Oregon Water Resources Department, the District hereby disclaims and abandons any interest in using water under Surface Water Registration Statement No. 604 (“SWR 604”) and agrees it will not pursue adjudication of any portion of SWR 604 for use of water by the District or the community of Capes Meares. This disclaimer and abandonment is expressly limited to the portion of SWR 604 pertaining to any interest of the District, including but not limited to the community of Cape Meares, in pursuing, securing or using water under SWR 604. This disclaimer and abandonment does not affect the remaining portion of SWR 604, specifically the portion described on page 2 of SWR 604 as use by a “forest management resident.”

Best regards,

Shonee D. Langford

SDL:asc

Attachments

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

In the Matter of the Application for)	
Extension of Time for Permit S-43812,)	
Application S-57510, in the name of)	
Oceanside Water District	)	SETTLEMENT AGREEMENT
<i>Applicant</i>	)	BETWEEN OREGON WATER
	)	RESOURCES DEPARTMENT,
	)	WATERWATCH OF OREGON AND
	)	OCEANSIDE WATER DISTRICT
)	
	)	OAH Reference No. 2021-OWRD-00059
	)	Agency Case No. S-43812
WaterWatch of Oregon)	
<i>Protestant</i>)	

The Oregon Water Resources Department (“Department”), Oceanside Water District (“District”) and WaterWatch of Oregon (“WaterWatch”) (each individually a “Party” and collectively the “Parties”) do hereby stipulate and agree in this Settlement Agreement (“Agreement”) as follows:

A. Background

1. On February 2, 2004, the District filed an Application for Extension of Time for Permit S-43812, Application S-57510, with the Department (hereafter “Extension Application”).
2. On August 14, 2007, the Department issued a Proposed Final Order (“PFO”) proposing to extend the time to complete construction of the water system and apply water to beneficial use under Permit S-43812 from October 1, 2000, to October 1, 2050.
3. On September 28, 2007, WaterWatch filed a timely protest to the PFO and a request for a contested case hearing (“Protest”).
4. On April 9, 2014, the Department placed the Extension Application on administrative hold at the request of the District and WaterWatch.
5. On September 12, 2021, the Department referred the Protest to the Office of Administrative Hearings (“OAH”).
6. The District and WaterWatch have entered into a separate settlement agreement attached hereto as Exhibit A, which includes terms and conditions unrelated to the Extension Application and Protest (“Separate Settlement Agreement”). The Department is not a party to that agreement.
7. In addition to the terms and conditions of the Separate Settlement Agreement (which is not binding on the Department) the District, WaterWatch and the Department have

agreed to resolve the Protest on the following terms and conditions.

B. Consent

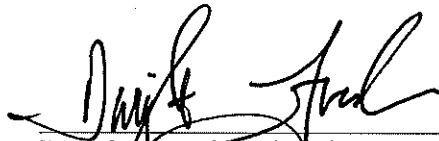
1. Each Party to this Agreement certifies that it has read the entire Agreement and understands and agrees with the contents thereof.
2. Each Party to this Agreement understands and agrees that this Agreement and the Separate Settlement Agreement attached as Exhibit A set forth the entire agreement of the Parties.
3. Each Party to this Agreement understands and agrees that this Agreement, the Separate Settlement Agreement attached as Exhibit A, the Order of Withdrawal (defined below), the Order of Cancellation (defined below), and other actions taken to implement this Agreement and the Separate Settlement Agreement constitute the complete and final resolution of the Protest.
4. Effective upon the signing of this Agreement by the Parties, the District and WaterWatch waive any and all right to petition for judicial review of this Agreement, and waive any and all right to request reconsideration, petition for judicial review, or appeal the Order of Withdrawal and Order of Cancellation so long as those orders are consistent with this Agreement and the Separate Settlement Agreement.
5. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Agreement.

C. Terms of the Agreement

1. Within 5 days after all Parties sign this Agreement and the Separate Settlement Agreement, the District will submit to the Department:
 - a. A written request for withdrawal of the Extension Application;
 - b. A written statement of voluntary abandonment of Permit S-43812 in a form acceptable to the Department; and
 - c. A letter stating that the District disclaims and abandons any interest in using water under Surface Water Registration Statement No. 604 (“SWR 604”) and agrees it will not pursue adjudication of any portion of SWR 604 for use of water by the District or the community of Cape Meares (this letter will include additional language required by the Separate Settlement Agreement).
2. Within 30 days after all Parties sign this Agreement, the Department will:
 - a. Withdraw the pending contested case hearing from the OAH (OAH Reference No. 2021-OWRD-00059);

- b. Issue an order of withdrawal of the Extension Application (“Order of Withdrawal”);
 - c. Issue an order of cancellation of Permit S-43812 (“Order of Cancellation”);
 - d. Place copies of the following documents in the Department’s physical files for Permit S-43812, Surface Water Registration No. 604 (“SWR 604”), Certificate 9591, and Certificate 9605:
 - i. This Agreement and all attachments, including the Separate Settlement Agreement; and
 - ii. The District’s letter to the Department regarding disclaimer and abandonment of any interest in SWR 604.
 - e. Add electronic copies of the following documents to the Department’s Water Rights Information Query pages for Permit S-43812, SWR 604, Certificate 9591, and Certificate 9605, on the Department’s website:
 - i. This Agreement and all attachments, including the Separate Settlement Agreement; and
 - ii. The District’s letter to the Department regarding disclaimer and abandonment of any interest in SWR 604.
3. The Parties agree that nothing in this Agreement establishes factual, legal, or policy precedent.
4. Each Party to this Agreement certifies that it has had a reasonable opportunity to review and request changes to the Agreement, and that it has signed this Agreement of its own free will and accord.
5. Each Party to this Agreement represents, warrants, and agrees that the person who executes this Agreement on its behalf has the full right and authority to enter into this Agreement on behalf of that Party and bind that Party to the terms of this Agreement.

(signatures on following page)



Dwight French, Administrator,
Water Right Services Division
for Douglas Woodcock, Acting Director
Oregon Water Resources Department

June 12, 2023

Date

Oceanside Water District
By: Henry Wheeler, Chair

Date

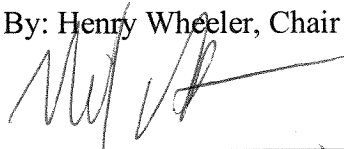
WaterWatch of Oregon
By: _____

Date

Dwight French, Administrator,
Water Right Services Division
for Douglas Woodcock, Acting Director
Oregon Water Resources Department

Date

Oceanside Water District
By: Henry Wheeler, Chair



Date

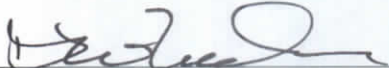
6/8/2023

WaterWatch of Oregon
By: Neil Brandt, Executive Director

Date

Dwight French, Administrator,
Water Right Services Division
for Douglas Woodcock, Acting Director
Oregon Water Resources Department

Date



Oceanside Water District
By: Henry Wheeler, Chair

6-20-23

Date

WaterWatch of Oregon
By: _____

Date

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

In the Matter of the Application for)	
Extension of Time for Permit S-43812,)	
Application S-57510, in the name of)	
Oceanside Water District	)	SETTLEMENT AGREEMENT
<i>Applicant</i>	)	BETWEEN OCEANSIDE WATER
	)	DISTRICT AND WATERWATCH OF
	)	OREGON
)	
	)	OAH Reference No. 2021-OWRD-00059
	)	Agency Case No. S-43812
WaterWatch of Oregon)	
<i>Protestant</i>)	

Oceanside Water District (“District”) and WaterWatch of Oregon (“WaterWatch”) (each individually a “Party” and collectively the “Parties”) do hereby enter into this Settlement Agreement (“Agreement”), in conjunction with a settlement agreement between the Oregon Water Resources Department (“OWRD”), the District and WaterWatch (“Department Settlement Agreement”), to resolve the above-captioned matter.

A. Background

1. On February 2, 2004, the District filed an Application for Extension of Time for Permit S-43812, Application S-57510, with the Oregon Water Resources Department (hereafter “Extension Application”).
2. On August 14, 2007, the Department issued a Proposed Final Order (“PFO”) proposing to extend the time to complete construction of the water system and apply water to beneficial use under Permit S-43812 from October 1, 2000, to October 1, 2050.
3. On September 28, 2007, WaterWatch filed a timely protest to the PFO and a request for a contested case hearing (“Protest”).
4. On April 9, 2014, the Department placed the Extension Application on administrative hold at the request of the District and WaterWatch.
5. On September 12, 2021, the Department referred the Protest to the Office of Administrative Hearings (“OAH”).
6. This Agreement will be attached as Exhibit A to the Department Settlement Agreement.
7. In addition to the terms and conditions of the Department Settlement Agreement, the District and WaterWatch have agreed to resolve the Protest on the following terms and conditions.

Settlement Agreement between Oceanside Water District and WaterWatch of Oregon (Permit S-43812)

B. Consent

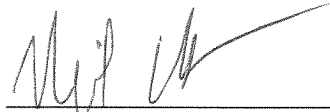
1. Each Party to this Agreement certifies that it has read the entire Agreement and understands and agrees with the contents thereof.
2. Each Party to this Agreement understands and agrees that this Agreement and the Department Settlement Agreement set forth the entire agreement of the parties.
3. Each Party to this Agreement understands and agrees that this Agreement, the Department Settlement Agreement, orders issued by the Department pursuant to the Department Settlement Agreement, and other actions taken to implement this Agreement and the Department Settlement Agreement constitute the complete and final resolution of the Protest.
4. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Agreement.

C. Terms of the Agreement

1. Within 5 days after all Parties sign this Agreement and the Department Settlement Agreement, the District will submit to the Department:
 - a. A written request for withdrawal of the Extension Application;
 - b. A written statement of voluntary abandonment of Permit S-43812 in a form acceptable to the Department; and
 - c. A letter stating: “The District hereby disclaims and abandons any interest in using water under Surface Water Registration Statement No. 604 (“SWR 604”) and agrees it will not pursue adjudication of any portion of SWR 604 for use of water by the District or the community of Cape Meares. This disclaimer and abandonment is expressly limited to the portion of SWR 604 pertaining to any interest of the District, including but not limited to the community of Cape Meares, in pursuing, securing or using water under SWR 604. This disclaimer and abandonment does not affect the remaining portion of SWR 604, specifically the portion described on page 2 of SWR 604 as use by a ‘forest management resident.’”
2. WaterWatch will not, in any manner or forum, challenge or oppose, or cause others to challenge or oppose, the District’s ownership of State of Oregon Certificate of Water Right Nos. 9591 (which authorizes diversion of up to 0.5 cubic foot per second for municipal and domestic purposes) and 9605 (which authorizes storage of up to 3.0 acre-feet for municipal and domestic purposes) in the name of Bayocean Water Company or to assert, or cause others to assert, that those certificates are subject to forfeiture based on any period of time prior to the signing of this Agreement.

3. The District will make best efforts, on a monthly basis, to prepare a spreadsheet of average daily stream flows passing the District's authorized Coleman Creek point of diversion, which the District is utilizing to divert water pursuant to Certificate 9591, and post it to the District's website. The District will also offer to regularly make the flow data available to the Cape Meares Community Association.
4. The Parties agree that nothing in this Agreement establishes factual, legal, or policy precedent.
5. Each Party to this Agreement certifies that it has had a reasonable opportunity to review and request changes to the Agreement, and that it has signed this Agreement of its own free will and accord.
6. Each Party to this Agreement represents, warrants, and agrees that the person who executes this Agreement on its behalf has the full right and authority to enter into this Agreement on behalf of that Party and bind that Party to the terms of this Agreement.

Oceanside Water District
By: Henry Wheeler, Chair



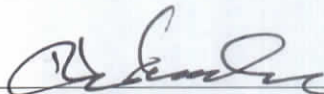
WaterWatch of Oregon
By: Neil Brandt, Executive Director

Date

6/8/2023

Date

3. The District will make best efforts, on a monthly basis, to prepare a spreadsheet of average daily stream flows passing the District's authorized Coleman Creek point of diversion, which the District is utilizing to divert water pursuant to Certificate 9591, and post it to the District's website. The District will also offer to regularly make the flow data available to the Cape Meares Community Association.
4. The Parties agree that nothing in this Agreement establishes factual, legal, or policy precedent.
5. Each Party to this Agreement certifies that it has had a reasonable opportunity to review and request changes to the Agreement, and that it has signed this Agreement of its own free will and accord.
6. Each Party to this Agreement represents, warrants, and agrees that the person who executes this Agreement on its behalf has the full right and authority to enter into this Agreement on behalf of that Party and bind that Party to the terms of this Agreement.



Oceanside Water District
By: Henry Wheeler, Chair

6-20-23

Date

WaterWatch of Oregon
By: _____

Date