

For Immediate Release
December 1, 1999



Contact: Laurie Van Leuven
(206) 824-0375

Serving the Southwest Metropolitan Area since 1946

Water District Reaches Settlement Agreement With Port of Seattle

Highline Water District announces that a favorable settlement agreement has been made with the Port of Seattle regarding the District's water rights and service area. The District has participated in continued negotiations with the Port since September 1998 and was pleased to sign the agreement on November 30, 1999.

Signing of the settlement agreement came after the District's board of Commissioners adopted a resolution during its November 15th regular meeting allowing General Manager Peggy Bosley and the District's legal counsel to proceed and finalize negotiations with the Port.

The settlement agreement comes at a time of intense interest from citizen groups opposed to the third runway. The Water District takes no official position regarding the proposed third runway. The Water District is a Special Purpose District under the laws of the State of Washington and, as such, is obligated to protect its water rights and service areas to insure that its ability to provide clean, safe drinking water to the residents of the District is not compromised. The Settlement Agreement that was reached fulfills these obligations.

"Highline Water District is completely impartial to the 'third runway' debate," said General Manager Bosley. "It does not impact our decision one way or the other." Bosley also stated that the negotiation process has been ongoing for some time and that the settlement agreement is in the absolute best interest for Highline Water District and its customers.

###

Highline Water District is a municipal corporation organized under the laws of the State of Washington. Formed in 1946, the District operates as a Special Purpose District governed by a Board of Commissioners. Highline Water District is committed to providing clean, safe drinking water for the 58,000 people it serves in South King County. For more information on Highline Water District, visit www.highlinewater.org.

NOTE TO FILE:

Legal description provided by the Port of Seattle.

**PREPARED FOR THE PURPOSE OF SETTLEMENT DISCUSSIONS
PROTECTED FROM DISCLOSURE UNDER ER 408 AND CHAP. 42.17 RCW**

**SETTLEMENT AGREEMENT BETWEEN THE HIGHLINE WATER DISTRICT
AND THE PORT OF SEATTLE CONCERNING TITLE TO WATER RIGHTS
AND CERTAIN WATER SERVICE AREAS**

Whereas, the Highline Water District is a special district authorized under Chap.57.08 RCW to provide water services to private and public entities within a service area described within its most recently approved Water System Plan. The Port of Seattle is a municipal corporation authorized under Chap. 53.04 and .08 RCW to own, operate and develop airport facilities and to provide water services to its own properties;

Whereas, the District and the Port believe that they each have valid claims to certain water rights shown in Exhibit 1 and referred to in this agreement as Water Right #1 and Water Right #2. Water Right 1 and Water Right 2 may be withdrawn, respectively, from Well #1 and Well #2 which are also shown on Exhibit 2A & 2B

Whereas, the District wishes to provide water services for certain properties owned by the Port and described more specifically in exhibit 3;

Whereas, the parties wish to resolve their respective claims to Water Rights #1 and #2 and address the future water service needs of certain Port properties;

Whereas, the District's willingness to enter into this agreement should not be construed as support or opposition for the third runway project;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained in this agreement and its exhibits, the parties agree as follows:

1. *Quiet title* - The parties agree to quiet title in Water Right 1, currently being withdrawn from Well #1, to the Port and to quiet title to Water Right #2, which will be withdrawn from a well that will replace Well #2, to the District. This agreement to quiet title to these water rights is full and final settlement of each party's title claims with respect to each well and/or water right.
2. *Flow augmentation* - The Port may utilize Well #1/Water Right #1 for the purposes of: (a) Des Moines Creek flow augmentation as described in the approved Port's 401 water quality certification for the third runway project and/or the Des Moines Creek Basin Plan; and/or (b) to serve water to the Seattle-Tacoma International Airport property (including future, directly related facilities), pursuant to receiving authorization by the Department of Ecology.

The District may utilize Water Right #2 for any purposes(s) that is authorized by the terms and conditions of said water right and consistent with its own legal authority. The Port agrees to provide all necessary easements for the construction, operation, and maintenance/repair of a replacement well, including the placement of new water lines and electric distribution lines.

3. *Resolution of appeals* - The District agrees to not appeal the Port's application for a 401 water quality certification, Coastal Zone Management Act approval, 404 permit or any other related approval for the third runway project. The District also agrees not to protest, challenge or appeal any proposed change application for Water Right #1 as long as the application is consistent with the limitations of (2) cited above.

4. *Water service provider* - The Port agrees to utilize the District as its water service provider for certain vacant properties currently owned by the Port and located approximately south of 200th or other areas agreed to by the parties. These properties will be identified and descriptions of these properties will be attached to this agreement as an exhibit.

5. *Highway 509 extension/access roads* - The Port and the Washington State Department of Transportation (DOT) are currently discussing the proposed alignment of the future extension of Highway 509 south of the airport and the proposed alignment of access roads from Port property to the new Highway 509 extension. The access roads on Port property may be located near Wells #1 and #2. In discussing the proposed alignments of Port access roads to the future extension of Highway 509, the Port agrees that it is obligated to protect the District's right of access to and use of Well 2 in the same manner in which it protects the Port's access to and to use of Well No. 1. Further, the Port agrees to not recommend or agree to any access road alignments that in any way impairs, interferes with, or otherwise adversely impacts the District's right of access to and use of Well #2.

6. *Severability* - If any of the terms or provisions of this agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the agreement.

7. *Governing law* - The agreement and the rights of the parties to this agreement shall be governed and construed in accordance with the laws of the state of Washington.

8. *Authority to enter into agreement* - The District and the Port each warrant that it has the right to enter into this agreement and that the person signing this agreement has authority to bind such person's respective party.

9. *Exhibits* - All exhibits referenced in and attached to this agreement are incorporated within this agreement.

NOV 19 99 11:10AM TOS EXECUTIVE/LEGAL F.273

POS PROPERTY SOUTH OF 200TH

(revised) NOVEMBER 18, 1999

BORROW SITES:

Lots 9 through 16, Block 32, Seeley's Addition to Des Moines (Vacated), according to the plat thereof recorded in Volume 4 of Plats, page 59, records of King County, Washington; TOGETHER WITH Lots 9 through 16, Block 31, and all of Blocks 41, 51, 61, 71, 81, 92, 93, 94, 95, 96 and 97, Seeley's Amended Addition to Des Moines, according to the plat thereof recorded in Volume 6 of Plats, page 68, records of King County, Washington, all in the E/2 of the E/2 of the E/2 of the SE/4 of Section 5, Township 22 North, Range 4 East, W.M.; TOGETHER WITH the W/2 of the W/2 of the SW/4 of Section 4, Township 22 North, Range 4 East, W.M., including the following plats: Havenwood No. 1, recorded in Volume 53 of Plats, page 24, records of King County, Washington, Kennedy's Addition, recorded in Volume 54 of Plats, page 57, records of King County, Washington; Viva Dell Addition, recorded in Volume 61 of Plats, page 71, records of King County, Washington; Plat of Westridge No. 4, recorded in Volume 87 of Plats, page 11, records of King County, Washington; Plat of Mayvale No. 4, recorded in Volume 81 of Plats, page 25, records of King County, Washington.

Nataland:

The E/2 of the SE/4 of the NE/4 of the SW/4 of Section 4, Township 22N, Range 4E, W.M., less that portion lying within South 204th Street; TOGETHER WITH the SW/4 of the SE/4 of the SW/4 of Section 4, Township 22N, Range 4E W.M., King County, Washington (being portions of Lots 10-15 Parkhurst unrecorded plat, Volume 902 of Plats, page 211) except the west 220 feet of said SW/4; together with, and including portions of, Lots 1 through 8 and the east 70 feet of Lot 9, Mayvale Addition No. 2, according to the plat thereof recorded in Volume 77 of Plats, page 19, records of King County, Washington; together with the S/2 of the S/2 of the NW 1/4 less the west 395 feet and less the east 20 feet (also known as a portion of Lot 13); together with the N/2 of the S/2 of the NW/4 less the west 390 feet and less the east 20 feet (also known as a portion of Lot 14); together with the S/2 of the N/2 of the NW/4 less the west 491.41 feet and less the east 20 feet (also known as a portion of Lot 15); TOGETHER WITH the E/2 of the SE/4 of said SW/4, including, Lots 1 through 8, Parkhurst unrecorded plat, Volume 902 of Plats, page 21, King County, Washington; together with the north 630 feet of the east 316 feet of the NE/4 of the NW/4 of the SW/4 of Section 4, Township 22N, Range 4E, W.M., King County, Washington, except any portions thereof within Washington State Department of Transportation right-of-way.

DMCTC:

Blocks 1 and 2, and Lots 1 through 10 and 20, 21, 22 and 23 of Block 3, Glen Echo Addition, according to the plat thereof recorded in Volume 53 of Plats, page 91, records of King County, Washington; TOGETHER WITH all of the plat of Mayvale No. 3, recorded in Volume 78 of Plats, page 55, records of King County, Washington; TOGETHER WITH the E/2 of the NW/4 of said Section 9, including the plat of Mayvale, recorded in Volume 76 of Plats, page 75, records of King County, Washington; including the plat of Marine View Homes Addition, recorded in Volume 56 of Plats, page 90, records of King County, Washington; including the plat of Linda Lou Addition, recorded in Volume 57 of Plats, page 54, records of King County, Washington; including the plat of Lori Addition, recorded in Volume 71, page 7, records of King County, Washington; including the plat of Ellwood's Marine View Addition, recorded in Volume 47 of Plats, page 6, records of King County, Washington; less that portion of the E 1/3 of the NW 1/4 of the NE 1/4 of the NE 1/4 of the NW 1/4 of said subdivision lying within a circle having a radius of 25 feet center at the southeast corner of the west 12.5 feet of the north 235 feet of said E 1/3 and the west 25 feet of said E 1/3 lying north of said circle; TOGETHER WITH that portion of the SW 1/4 of the NW 1/4 of Section 9, Township 22N, Range 4E, W.M., King County, Washington, lying westerly and northerly of SR 509; TOGETHER WITH that portion of the SW/4 of said NW/4 of Section 9 lying easterly of SR 509; TOGETHER WITH Lots 1 through 4, Cordell Tracts, according to the plat thereof recorded in Volume 64 of Plats, page 70, records of King County, Washington, together with the SE 1/4 of the NE 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., King County, Washington.

EXHIBIT 1

SEAL	1980
PORT OF SEATTLE	12
SEAL	1940
PORT OF SEATTLE	13

W.D.#75 WELL#1,WELL#2
CERTIFICATE #2369-A,#2191-A

1"=200'

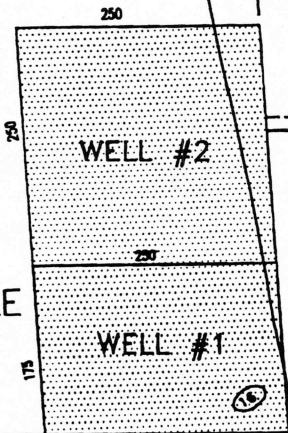


DES MOINES CREEK

PORT OF SEATTLE BDRY.

PORT OF SEATTLE BDRY.

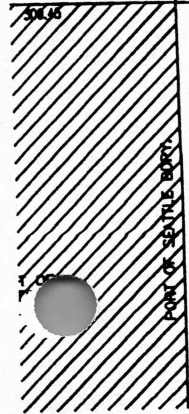
PORT OF SEATTLE



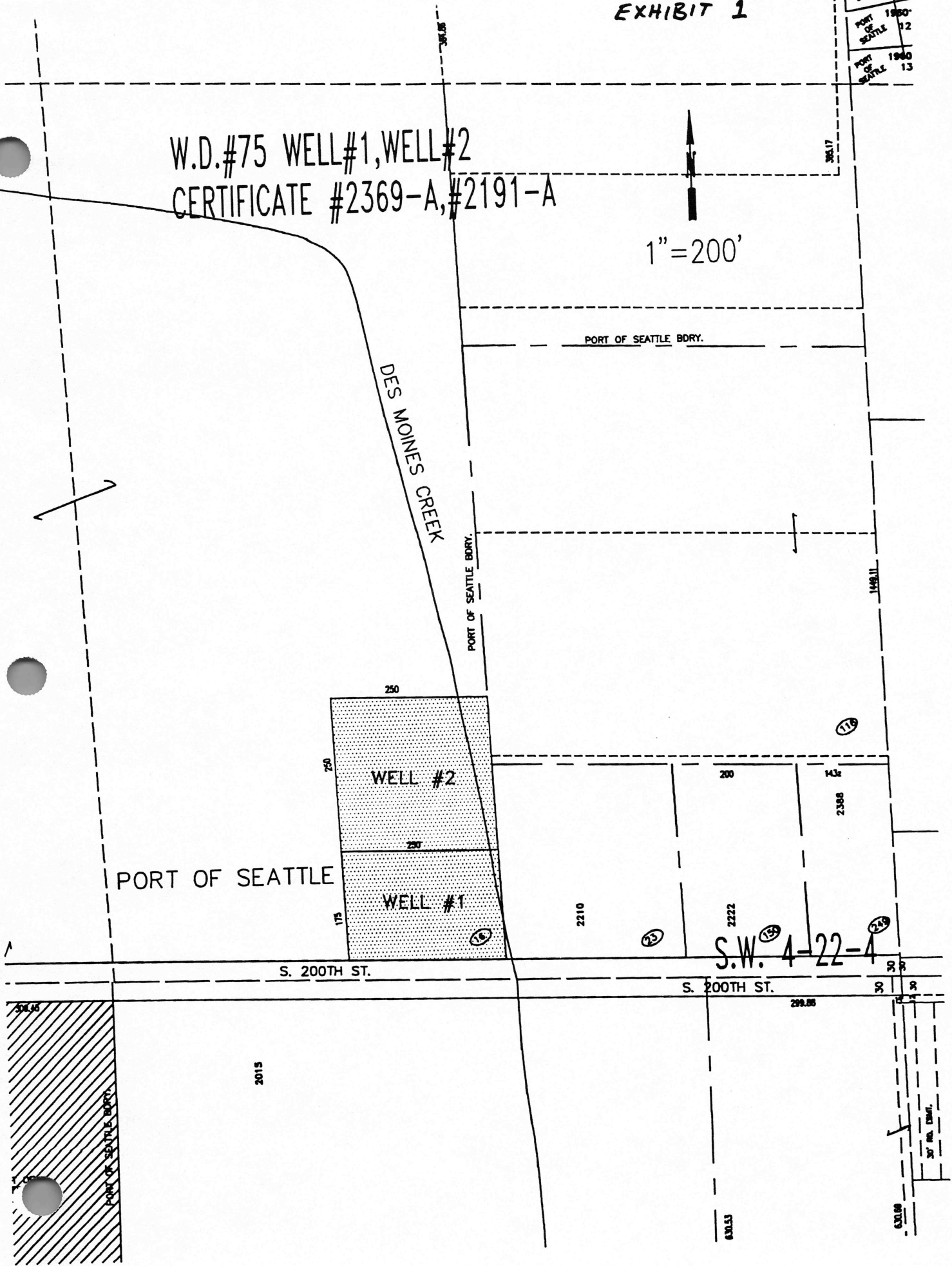
S. 200TH ST.

S. 200TH ST.

S.W. 4-22-4



30' MIN. DIST.



PORT OF SEATTLE

HIGHLINE WATER DISTRICT

By Date

Bill Ly 11/30/99
By Date

Approved as to form:

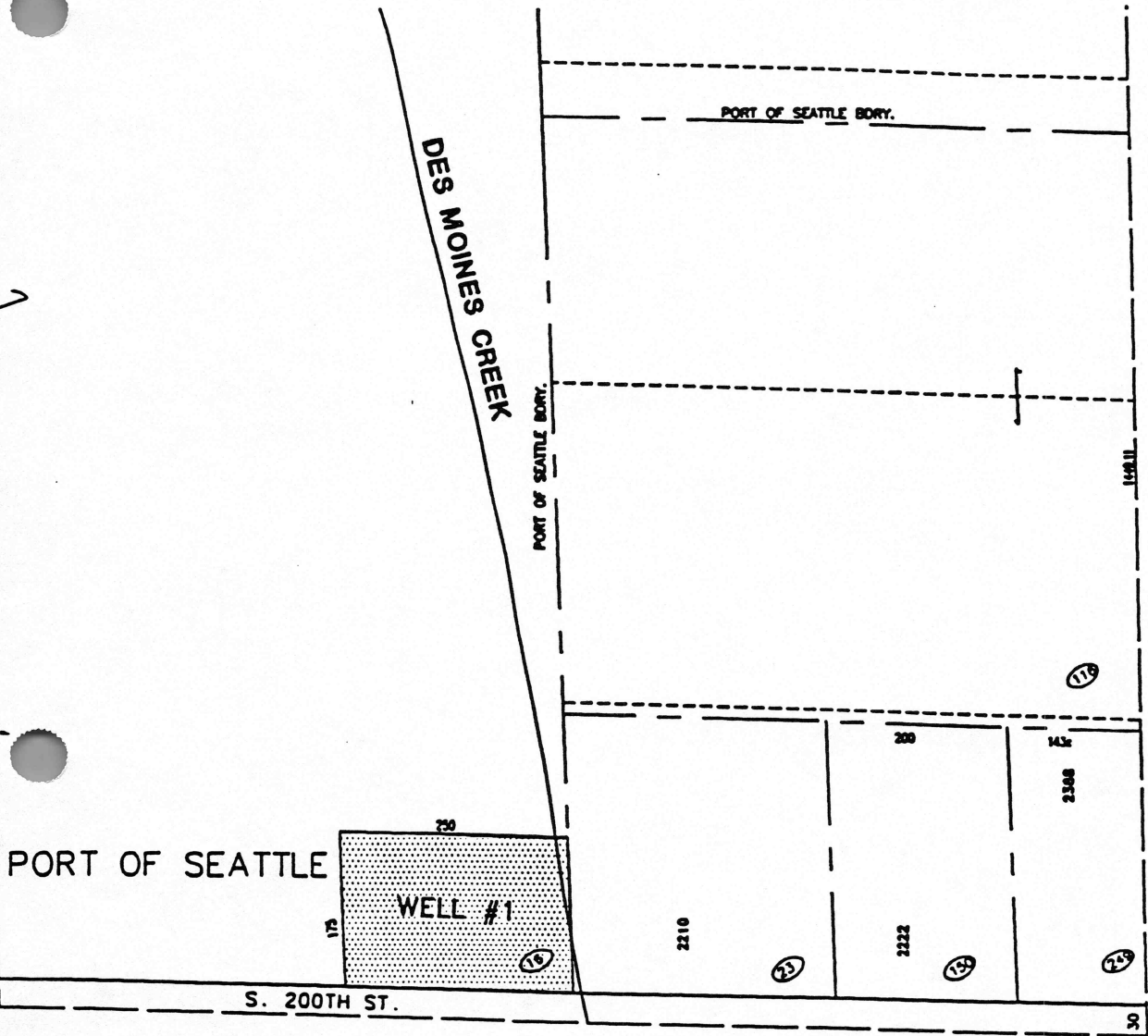
Vincent Hooster 11/30/99
By Date

Senior Port Counsel

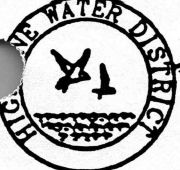

George London 11/30/99
By Date
[Signature] 11/30/99
By Date

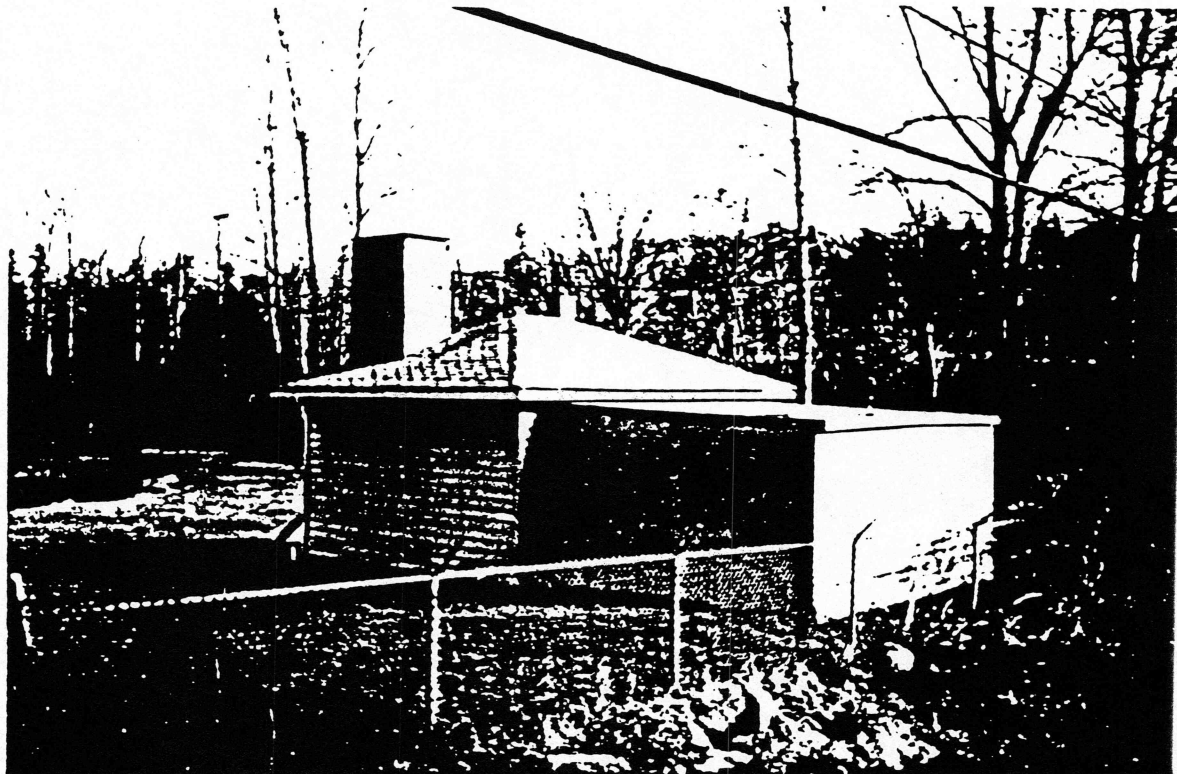
Approved as to form:

[Signature]
Attorney for Highline Water District



22N/04E - 04L01?

	CERTIFICATE OF GROUND WATER RIGHT # 2369-A DATE: FEBRUARY 9, 1949 GROUND WATER PERMIT # 1006 400 GPM; 560 ACRE FT. PER YR.			
	REVISION DATE 2-3-95	DRAWN T.H.	CHECKED J.G.	
PLOTTING SCALE NOT TO SCALE	FILE NAME F:\DWGS\REQUESTS\WELL-1.DWG		DATE APPROVED	WELL 1



CERTIFICATE #2369-A
WD #75 - Well #1
S. 200th St. & 22nd Ave. S.

