



1 included in the base purchase price due to operational needs in the Transfer Area up  
2 to the date of transfer.

3  
4 2. Seattle and the City of Shoreline will agree to a separation plan that will require  
5 capital improvements to allow the Seattle retail distribution system to operate  
6 independently of any newly created City of Shoreline retail distribution system and  
7 agreement by the City of Shoreline to incur all costs associated with the separation  
8 plan, including costs incurred by Seattle.

9  
10  
11 3. The City of Shoreline will agree to reimburse Seattle for costs incurred in processing  
12 the sale and transfer, e.g. data transfer, customer notices, etc, on a time and materials  
13 basis.

14  
15 4. Seattle and the City of Shoreline will enter into an agreement for Seattle to provide  
16 water supply to the City of Shoreline as a wholesale water customer from the closing  
17 of the sale through 2062.

18  
19 5. The City of Shoreline agrees to assume any or all of Seattle's rights and obligations  
20 contained in any wheeling agreement between the City of Seattle and its wholesale  
21 customers that may be assigned pursuant to the final transfer agreement.

22  
23 6. The City of Shoreline agrees to grant a new franchise for Seattle's remaining water  
24 system facilities within the City of Shoreline through 2062, which will include  
25 substantially similar provisions for utility protection and relocation as the current  
26 franchise.

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