

ORIGINAL

AGREEMENT

This Agreement by and among Rainier View Water Company, Inc., ("RVWC"), Stroh's Water Company, Inc. ("Stroh's") and Olympic Towne Center, LLC, a Washington limited liability company by WWR Properties, a Washington general partnership, its sole member ("OTC"), is entered into this ___ day of _____, 2016. RVWC, Stroh's and OTC may be referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, OTC is constructing a project known as Olympic Towne Center in Gig Harbor, WA;

WHEREAS, Stroh's serves two properties in the vicinity of the Olympic Towne Center, specifically ProBuild Lumber Yard and Papa Johns (the "Customers");

WHEREAS, the water service to the Olympic Towne Center requires OTC to construct a reservoir and booster pump station and related mains and appurtenances (the "Improvements");

WHEREAS, the most efficient means to construct the Improvements would effect the main serving the Customers and to receive continued service would require the area for the Customers to be transferred from Stroh's to RVWC and to be served by RVWC;

NOW, WHEREFORE, in consideration of mutual promises contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Change of Service Area. RVWC and Stroh's agree to file the necessary paperwork with the Washington State Department of Health and Pierce County to modify each company's respective service area to reflect that RVWC will provide service to the Customers in the future.
2. Fire flow Charges. RVWC has commercial fire flow charges in its tariff and Stroh's does not. A copy of RVWC fire flow charges are attached as Exhibit 1. OTC agrees that it will pay a one time payment, in advance, within ten (10) business days of the date of execution of this Agreement of two years worth of fire flow charges for the Customers. The square feet of building space for the Customers is 20,686 resulting in fire flow charges of \$124.12 per month for a total of \$2,978.88 for two years.
3. Abandonment of Main. Stroh's agrees that it will abandon its main serving its Customers upon the cutover of service to the Customers to RVWC. Such abandonment will be pursuant to whatever standards are required by the City of Gig Harbor. OTC agrees to reimburse Stroh's for any costs incurred in said abandonment.
4. Other Agreement. RVWC and OTC will enter into a separate agreement related to the construction of the reservoir and booster station and pertinent lines and mains and other equipment.
5. Attorney's Fees. OTC will reimburse RVWC the attorney fees related to the preparation of this Agreement in the sum of One Thousand dollars (\$1,000.00).

- 6. Customer Notice. Stroh's and RVWC will jointly notify the Customers of the change in service provider and any rate changes that may result therefrom.
- 7. Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 8. Entire Agreement. This Agreement and the documents and papers executed in accordance with the provisions herein embrace and include the entire transaction between the Parties hereof, and may not be changed except by written document signed by all Parties hereto.
- 9. Governing Law. This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute, venue shall lie in Pierce County, Washington.
- 10. Notices. Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered upon deposit in the United States Mail by registered or certified mail with proper postage prepaid and addressed to the Party to be notified as follows:

To Rainier View: Rainier View Water Company, Inc.
Attn: Robert Blackman
PO BOX 44427
Tacoma WA 98448-0427

To Stroh's: Stroh's Water Company, Inc.
Attn: Kurt Rothenberg
PO Box 246
Gig Harbor, WA 98335

To Olympic Towne Center: Olympic Towne Center, LLC
Attn: David Morton
3803 Bridgeport Way W.
University Place, WA 98466

11. Severability. The invalidity, illegality or unenforceability of any provisions hereof shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any other provision thereof.

12. Time of Essence. Time is of the essence of this Agreement.

13. Construction. This Agreement shall not be construed more favorably to one Party over another, notwithstanding the fact that one Party, or its attorney, may have been more responsible for the preparation of the document.

14. Amendment. No modification, amendment, addition to, or termination of this Agreement nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all Parties.

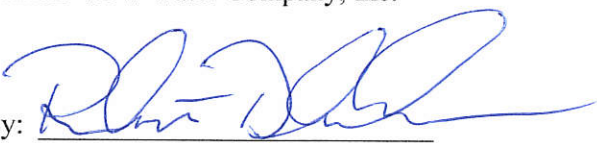
15. Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any rights hereunder shall operate as a waiver thereof; nor shall any waiver or acceptance of a partial, single or delayed performance of any term or condition of this Agreement operate as a continuing waiver or a waiver of any subsequent breach thereof.

MA *RE*

16. Attorney's Fees. In the event that any Party hereto retains an attorney to enforce any of the provisions hereof, then the substantially prevailing Party shall be entitled to reasonable attorney's fees incurred in both trial and appellate courts, or fees incurred without suit and all court, expert witness and accounting costs.
17. Force Majeure. A Party's obligations under this Agreement may be delayed for reasons beyond its control such as, but not limited to, acts of nature or actions of third parties (a "force majeure event"). A Party shall not be in breach of this Agreement for a force majeure event.

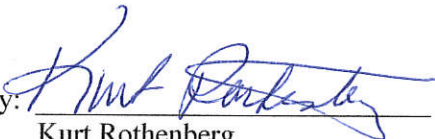
Executed as of the date set forth above.

Rainier View Water Company, Inc.

By: 

Robert Blackman
Its: Operations Manager

Stroh's Water Company, Inc.

By: 

Kurt Rothenberg
Its: Secretary

Olympic Towne Center, LLC

By: WWR Properties, a Washington Partnership

By: 

Walter N. Hogan
Its: Managing Partner