



January 30, 2019

Provence, LLC
701 Columbia Street, Suite 111
Vancouver, WA 98660

Attention: Gus Harb, P.E.

Reliance Letter
Larkspur Subdivision
Camas, Washington
GeoDesign Project: Provence-1-01

GeoDesign, Inc. issued a report of geotechnical engineering services for the Larkspur Subdivision in Camas, Washington, for Marnella Homes, LLC in 2016. The geotechnical engineering report was completed and the services were conducted in accordance with a specific scope of services and written contract between Marnella Homes and GeoDesign. We understand that Provence, LLC and their successors wish to use and rely on the information presented in our report entitled *Report of Geotechnical Engineering Services; Larkspur Estates Phase II; 6215 NW Larkspur Street; Camas, Washington*, dated September 21, 2016.

Information contained in this report is applicable on the date the report was prepared, and reliance on this report is expressly contingent upon Provence's acceptance of the attached General Conditions. An authorized signature shall indicate Provence's acceptance of the attached General Conditions. This offer is valid for 90 days from the date of this letter.

The work performed and summarized in this report was consistent with that level of care and skill normally exercised by members of the profession practicing in this area at the time the work was performed. The data and conclusions presented in the report reflect GeoDesign's professional opinion as of the date of the report. GeoDesign has no present or contemplated future ownership interest or financial interest in the real estate that is the subject of this report, GeoDesign has no personal interest with respect to the subject matter of this report or the parties involved, and GeoDesign has no relationship with the property or the owners thereof, which would prevent an independent analysis of the geotechnical or other conditions of the property.

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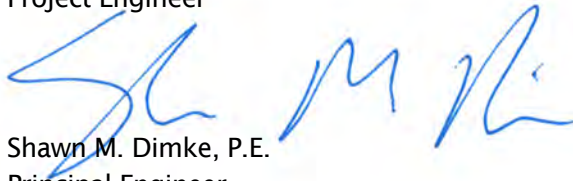
To formally authorize our services, return one signed copy of this reliance letter. Please call if you have questions concerning this letter.

Sincerely,

GeoDesign, Inc.



Reed Kistler, P.E.
Project Engineer



Shawn M. Dimke, P.E.
Principal Engineer

RSK:SMD:sn

Attachment

One copy submitted (via email only)

Document ID: Provence-1-01-013019-geol-reliance.docx

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The attached General Conditions described are accepted as authorized by the following signature(s).

Harb Engineering, Inc.

Organization

by



Signature

1-30-2019

Date

Gus Harb, P.E.

Printed Name

Owner

Title

Upon execution of this document, please return one original to GeoDesign, Inc. for our records.

GENERAL CONDITIONS

GeoDesign, Inc. strives to meet the needs of each client and to develop and maintain long-term relationships based on open communication, mutual trust, and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is necessary toward that end. Ultimately, this provides a significant level of protection for each client. The following General Conditions have been developed with this in mind.

INTEGRATION

The Agreement letter together with the General Conditions comprise the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties to the Agreement. There are no terms or conditions that are not expressed in this Agreement.

STANDARD OF CARE

GeoDesign, Inc. will perform its professional services in accordance with that degree of care and skill ordinarily exercised by similarly qualified geoscience professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

THIRD PARTY INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any third party claims for injury or losses allegedly arising out of or related to GeoDesign, Inc.'s services under this Agreement, to the extent such claims arise out of the gross negligence or willful misconduct of Client or its employees.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

The Client is responsible to provide to GeoDesign, Inc. a description of the property, its location, the locations of any underground utilities, facilities, or structures on or adjacent to the property that could impact our work, as well as the nature and location of any known or suspected hazardous materials that may exist on the property. The Client agrees to defend and hold GeoDesign, Inc., its owners, employees, subcontractors, and agents harmless from any damage to subterranean structures known by Client to exist that are not specifically identified to GeoDesign, Inc. Client agrees that any hazardous materials, including asbestos, present at the work site prior to and during the performance of this Agreement were not generated, transported, stored, or disposed by GeoDesign, Inc.

SITE ACCESS/RIGHT-OF-ENTRY

The Client must advise GeoDesign, Inc., prior to commencement of our services, of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain written permission for right-of-entry for the purpose of accomplishing our services.

SURFACE AND SUBSURFACE DISTURBANCE

GeoDesign, Inc. will take reasonable precautions to minimize surface and subsurface disturbance. In the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement, unless specifically provided in the scope of services and budget.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS

Subsurface conditions may vary from those encountered at the locations where surveys or explorations are made by GeoDesign, Inc. Because the data, interpretations, and recommendations of GeoDesign, Inc. are based solely on the information available to GeoDesign, Inc., limitations on available data will result in some level of uncertainty and, therefore, risk, with respect to the interpretation of environmental, geological, and geotechnical conditions, despite the use of due professional care. The discovery of unanticipated conditions or hazardous materials constitutes a changed condition mandating an appropriate re-negotiation of the scope of services and budget or termination of services. The discovery of unanticipated hazardous materials also may make it necessary for GeoDesign, Inc. to take immediate measures to address health and safety. GeoDesign, Inc. shall notify Client as soon as practically possible should hazardous materials be encountered. Client agrees to compensate GeoDesign, Inc. for the additional cost of services necessary to protect the health and safety of the public and GeoDesign, Inc.'s employees.

INDEMNIFICATION

Client and GeoDesign, Inc. each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and GeoDesign, Inc., they shall be borne by each party in proportion to its negligence.

The Client agrees that GeoDesign, Inc. will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. Client further agrees to indemnify and hold GeoDesign, Inc. harmless from third party claims for damages arising from the presence of or exposure to any Biological Pollutants, except for damages arising from or caused by GeoDesign, Inc.'s sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

REPORTING OF HAZARDOUS SUBSTANCE RELEASES

The Client is responsible for reporting releases of hazardous substances when such reports are required by government agencies. The Client agrees to defend and hold GeoDesign, Inc. harmless for government or other third party action taken from Client's failure to comply with hazardous substance release reporting requirements.

JOB SITE CONDUCT AND SAFETY

GeoDesign, Inc. will be responsible for its professional activities on the job site. This will not relieve the Client, Owner, or construction contractors of their obligation to maintain a safe job site. Neither GeoDesign, Inc.'s professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

CONSTRUCTION AND REMEDIATION MONITORING

The Client understands that the recommendations for construction or remediation presented in GeoDesign, Inc.'s reports are based on interpretations of variable subsurface conditions. In order to validate its assumptions, GeoDesign, Inc. needs to be present during construction or remediation. Therefore, this Agreement should include pre-construction plan review and construction observation/remediation monitoring services by GeoDesign, Inc. if construction will be part of the project. If not allowed to provide pre-construction plan review and construction observation/remediation monitoring services, GeoDesign, Inc. will assume no liability for the accuracy of its preliminary assumptions and recommendations. GeoDesign, Inc.'s actions shall not be construed as altering any Agreement between the Client and others. Only the Client has the right to reject or stop work of any of the Client's agents. GeoDesign, Inc.'s presence on site does not in any way guarantee the completion,

quality, or performance of the work of any party retained by the Client to provide field or construction/remediation-related services. GeoDesign, Inc. will not be responsible for, and will not have control or charge of, specific means, methods, techniques, sequences, or procedures of construction or remediation selected by any agent or agreement of the Client, or safety precautions and programs incident thereto.

SAMPLE RETENTION AND DISPOSAL

Non-hazardous samples will be discarded sixty (60) days after they are obtained unless prior arrangements are made to store or deliver the samples. Samples containing hazardous materials that are regulated under federal, state, or local environmental laws will be returned to the Client, at the Client's expense, unless other written arrangements have been made.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs, and other documents prepared by GeoDesign, Inc. as instruments of service shall remain the property of GeoDesign, Inc. GeoDesign, Inc. will retain pertinent records relating to the services performed for a period of ten (10) years following submission of the report. Copies of the instruments of service will be made available to the Client on request for a reasonable fee. Reuse of any instruments of service by the Client on extensions of this project, or on other projects, or otherwise outside the scope of this Agreement, without GeoDesign, Inc.'s written permission will be at the Client's risk. Client agrees to defend, indemnify, and hold harmless GeoDesign, Inc. from any claims, damages, and expenses arising out of such reuse.

BILLING AND PAYMENT

Billing for services will be submitted monthly. Payment is due on receipt of the invoice unless otherwise agreed in writing. A service charge of one and one-half percent (1½%) per month will be added to unpaid accounts due over thirty (30) days. Expenses incurred for lien or collecting delinquent amounts, including, but not limited to, attorneys' fees, legal costs, and charges for GeoDesign, Inc.'s staff time shall be paid in addition to the delinquent amount.

TERMINATION OF SERVICES

This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms and conditions through no fault of the terminating party. Such termination shall not be effective if the failure has been remedied before expiration of the period specified in the written notice. In the event that the Client requests early termination of our services, GeoDesign, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and to complete a report on the services performed to date. Charges for these termination activities shall be in addition to all charges incurred up to the date of termination.

INSURANCE

GeoDesign, Inc. maintains Worker's Compensation and Employer's Liability Insurance as required by state laws. GeoDesign, Inc. also maintains comprehensive general, auto, professional, and environmental impairment liability insurance, certificates of which are available on request.

LIMITATION OF REMEDIES

General: The parties agree that GeoDesign, Inc.'s limit of liability applies to all of its work on this project that is the subject of this Agreement. All prior and subsequent phases of work completed by GeoDesign, Inc. for this project will be executed under the terms of these General Conditions, and the aggregate liability for all phases of this project, including any indemnity obligation, will be the limits identified below.

Non-Professional Liability Claims: In the performance of this Agreement and subject to the limits, terms, and conditions of property damage and public liability coverage, GeoDesign, Inc. agrees to indemnify and hold Client harmless from GeoDesign, Inc.'s proportional share of liability resulting from its negligence or breach of contract compared to that of other persons or entities which results in damage to Client. GeoDesign, Inc. shall not be responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of its insurance coverage on the date the claim is made. GeoDesign, Inc. shall not be responsible for Client's negligence nor the negligence of third parties.

Professional Liability Claims: In consideration of relative opportunities for financial reward from this project for the parties to this Agreement, Client agrees that the maximum aggregate amount of its recovery from GeoDesign, Inc. or its employees due to any and all claims of professional negligence and breach of contract arising out of any incident on non-residential projects shall be limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement or \$50,000, whichever is the greater, unless a higher limit with commensurate compensation is specifically negotiated. Professional liability on residential projects is limited to the amount of GeoDesign, Inc.'s fee for the services provided under this Agreement. GeoDesign, Inc. shall not be responsible for Client's negligence, breach of contract, willful misconduct or other fault, or that of its contractors, agents, other consultants or third parties.

CONSEQUENTIAL DAMAGES

Neither Client nor GeoDesign, Inc. shall be liable for consequential damages, including loss of use or loss of profits, or indirect damages, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, strict liability, breach of warranty or negligent act, error or omission, whether professional or nonprofessional.

DISPUTES

Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof, shall be referred to mediation before litigation may be pursued, unless the parties mutually agree otherwise. The law of the State of Oregon will govern the validity and execution of this Agreement and the disposition of any claims related to this Agreement.

TIME BAR TO LEGAL ACTION

Legal actions by either party against the other for breach of this Agreement, failure to perform in accordance with the applicable standard of care, claims of misrepresentation, or any other tort claim shall be barred two (2) years after the date Claimant knew or should have known of any damage or injury as a result of the services provided under this Agreement or six (6) years after termination of GeoDesign, Inc.'s services, whichever is earlier.

ASSIGNS

Neither the Client nor GeoDesign, Inc. may delegate, assign, sublet, or transfer the duties, interests, or responsibilities set forth in this Agreement to other entities without the written consent of the other party.

SURVIVAL

These terms and conditions shall survive the completion of the services under the Agreement and the termination of the Agreement for any cause.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. Client and GeoDesign, Inc. shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.