



Lifetime Service Foundation Warranty

This certifies that the CABLE LOCK ST PLUS HYBRID SYSTEM OF REPAIR has been installed on the property at :

1104 Turncreek Lane, Schertz, Texas 78154

If any adjustments are required during the Lifetime Service Foundation Warranty due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner for the first year after installation and adjust at a cost of \$100** per piling, subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions of Transfer".

Manager's Signature

Installation/ Effective Date: 5/2/2022

**Cost is adjusted annually based on Annual Average Consumer Price Index as published by US Dept. of Labor using a baseline year of 2010

CABLE LOCK ST PLUS WARRANTY TERMS AND PROVISIONS

IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

TRANSFERRING WARRANTY:

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$200 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

Request for Warranty Transfer

(Must be completed prior to the sales of the property)

To facilitate the transfer of your Olshan Warranty to any new owner it is important to notify the buyer of repairs performed on the property and include the conditions of warranty transfer as part of your Seller's Disclosure. Olshan can assess the repairs covered by this warranty in advance of the sale and assessments are good for 90 days.

Installation Date: 5/2/2022 Certificate#: 2022-240

Transfer Request Date: _____ Purchase Date: _____

Current Owner Name: David Holderreid

Current Owner's Phone#: _____

Current Owner's Email: _____

New Owner's Name: _____

New Owner's Phone#: _____

New Owner's Email: _____

Address of Installation: 1104 Turncreek Lane, Schertz, TX 78154

Upon satisfaction of the following conditions, the warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions of transfer:

- 1) Owner must provide Contractor an Olshan Request for Warranty Transfer signed by both the New Owner and Prior Owner **prior to the sale/purchase** of the Property.
- 2) At Contractor's discretion, Contractor must be permitted access to the property to assess the repairs covered by this Warranty to determine if any intervening situations (see Warranty Terms and Provisions) have occurred that must be corrected prior to transfer or that may have voided the warranty.
- 3) Contractor must be paid a \$200 transfer fee
- 4) The terms, conditions and provisions of the contract and warranty must be provided to new Owner

Upon satisfaction of the foregoing conditions and contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to the New Owner by contractor.
Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

The **New Owner must provide the following** items and is acknowledging receipt of these items by signing below:

- 1) A copy of the original contract for the work performed with Terms and Conditions
- 2) A copy of the scope of Work showing the areas repaired
- 3) A copy of the Warranty certificate with Terms and Provisions

Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties

Signature of former Property Owner Date

Signature of New Property Owner Date

Olshan Foundation Repair
1720 SE Loop 410
San Antonio, TX 78220

Project: 35-8773
1104 Turncreek Lane
Schertz, TX 78154

May 3, 2022

Engineer's Inspection Letter, Slab-On-Grade

Your construction of the foundation repair for the building located at the above referenced address was completed with the engineering guidance provided by our office. The Engineer of Record for the foundation repair is Mr. Chris Hewitt, PE having Texas Professional Engineer License No. 98422.

110 east houston street, 7th floor
san antonio, texas 78205
t +1 (210) 610 2564

Check One:

☐ The foundation repair construction documents were provided to assist in developing the scope of the repair and to provide guidance on the construction of the new structural members.

☒ The scope of the foundation repair did not require construction documents. The foundation repair was constructed with engineering guidance provided by our office. The following is a description of the repair work undertaken:

A total of (19) exterior segmental hybrid pressed piers were installed below the grade beams. The piers were driven to an average depth of 8'.

Qualified individuals from this office visited the site to check the construction stated above for general conformance with our design/construction documents OR engineering guidance and the **2018 International Residential Code**.

In my opinion, based on our experience, knowledge, information and belief, the stated construction that we observed is in general conformance with our design/construction documents OR engineering guidance and the **2018 International Residential Code**.

As denoted by the engineering seal on any construction documents and on this letter, we believe we have fulfilled our obligations as an engineer under the Texas Engineering Practice Act pursuant to its requirements to protect the public health, safety, and welfare in the practice of engineering. We further believe we have met those requirements insofar as our responsibility for periodic observation of the work for conformance is concerned.

texas engineering firm 12747

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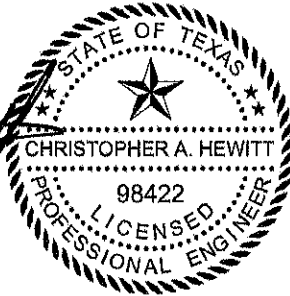
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It should be noted that our conclusions are based upon visual observations by the foundation repair contractor, and do not provide any warranty or guarantee by Hollingsworth Pack for the work to be performed. Any such warranty or guarantee shall be provided solely by the foundation repair contractor.

Respectfully Submitted,



Chris A. Hewitt, PE, SE
Partner



Kyle G. Gaenzle
Associate Inspections Consultant

Olshan Foundation Repair
1720 SE Loop 410
San Antonio, TX 78220

Project: 35-8773
1104 Turncreek Lane
Schertz, TX 78154

May 3, 2022

**Engineer's Completion Report and Certification**

Adjustment of concrete slab-on-grade foundation
1104 Turncreek Lane, Schertz, TX 78154

On May 3, 2022, Hollingsworth Pack performed a construction observation at the subject property to monitor the foundation repairs. We reviewed the plan of repair provided by the foundation repair contractor for the planned foundation adjustment.

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A. Building Summary

<i>Building Description:</i>	Two Story, Single-Family Residence
<i>Superstructure:</i>	Wood-Framed
<i>Roof Type:</i>	Comp Shingle
<i>Exterior Wall Covering:</i>	Siding, Brick
<i>Garage:</i>	Two Car, Attached
<i>Foundation:</i>	Slab-On-Grade

B. Foundation Repair Summary

<i>Quantity Of Piers:</i>	<i>Description And Location:</i>
(19)	Segmental Hybrid Pressed Pier Below Perimeter Grade Beam

Based upon our visual observations, each of the segmental hybrid pressed piers were driven to the depth necessary for refusal into the subgrade soils. After driving each pier to its required depth, the hydraulic jacks were operated in a synchronous manner to achieve stabilization of the localized foundation area and integral floor surface. The piers beneath the concrete foundation beams were driven to an average depth of 8 feet below the existing ground surface. The maximum hydraulic pump pressure required to drive the piers was recorded at 8,500 PSI. After the piers were driven, each pier was fixed in

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place to the adjacent foundation and the hydraulic jacks removed. All excavations should be properly backfilled and construction debris removed from the worksite.

Upon completing the foundation adjustment, no visible evidence was found of any significant damage to the building as a result of the subject construction. It is our opinion that the foundation repairs are adequate to stabilize the foundation of the subject building from future excessive movement in the areas supported by new piers.

Hollingsworth Pack representatives did not witness plumbing tests of the water and sewer pipes for possible occurrence of sub-floor plumbing leaks. However, it is our recommendation that a hydrostatic pressure test should be performed after completion of the foundation repair work by a licensed plumbing contractor. Plumbing leaks below foundations are a primary cause of foundation movement and distress to interior and exterior building finishes.

C. Limits of Investigation

It should be noted that the findings, opinions, and conclusions of this report are based upon visual observations and reflect only the accessible features of the property. Observation of the attic space above the interior ceiling finish was not performed. Hollingsworth Pack has not performed any testing or structural analysis of the building or soils at the site which could potentially reveal deficiencies that are not visible. Our professional services and recommendations are in accordance with generally accepted engineering principles and practices in the local area. We have used our best engineering judgment based upon the information provided to us. The original construction documents for the building were not provided by the owner nor foundation contractor.

Hollingsworth Pack has no affiliation with the foundation repair contractor, and does not provide any warranty or guarantee for the work performed. Any such warranty or guarantee shall be provided solely by the foundation repair contractor. It is our opinion based upon visual observations, that construction was performed in accordance to generally accepted standards of practice for repair of concrete slab foundations.

In accepting and utilizing this document and others produced by Hollingsworth Pack for the subject project, and in consideration of our fee relative to the overall economic value of the project, the Client agrees to limit Hollingsworth Pack's financial liability for any claims, losses, damages, and expenses from the work performed to an amount that shall not exceed Hollingsworth Pack's total fee for this project. Use of this document shall constitute prima facie evidence of acceptance of this agreement.

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D. Certification

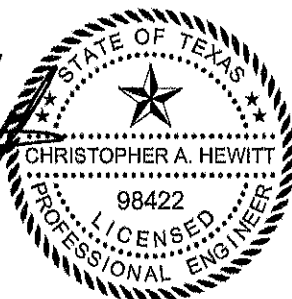

This verification of foundation adjustments is made with the understanding and acknowledgement that all parties are aware that future changes in soil moisture beneath this structure either from natural or manmade events can cause movement in the foundation and/or of the superstructure. The ground surface adjacent to the foundation perimeter, shall be maintained to be adequately graded for positive surface water runoff away from the structure as specified in the locally adopted building code. In instances where a limited scope of foundation underpinning is performed, meaning the entire foundation has not been underpinned, differential foundation movement is likely to occur between the supplemented and non-supplemented areas of foundation. This differential foundation movement will be minimized if proper soil moisture is maintained by repairing any site drainage deficiencies and preventing plumbing breaks within sanitary sewer, water, and irrigation lines. Consequently, Hollingsworth Pack, its employees, and representatives do not represent or warrant that future foundation movement and damage cannot or will not occur.

The building project referenced above has been completed using construction documents prepared by the foundation repair contractor. Qualified individuals from this office visited the site to check the construction stated above for general conformance with the construction documents. In my opinion, based on our experience, knowledge, information and belief, the stated construction that we observed is in general conformance with the construction documents and the 2018 International Residential Code.

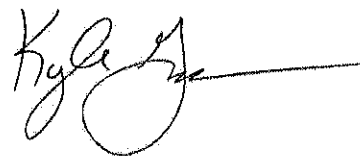
As denoted by the engineering seal on this letter, we believe we have fulfilled our obligations as an engineer under the Texas Engineering Practice Act pursuant to its requirements to protect the public health, safety, and welfare in the practice of engineering. We further believe we have met those requirements insofar as our responsibility for periodic observation of the work performed.

If you have any questions regarding the matters addressed, or if additional information is required, please do not hesitate to contact us.

Respectfully Submitted,



Chris A. Hewitt, PE, SE
Partner



Kyle G. Gaenzle
Associate Inspections Consultant