

Box 1330
Texas 76039

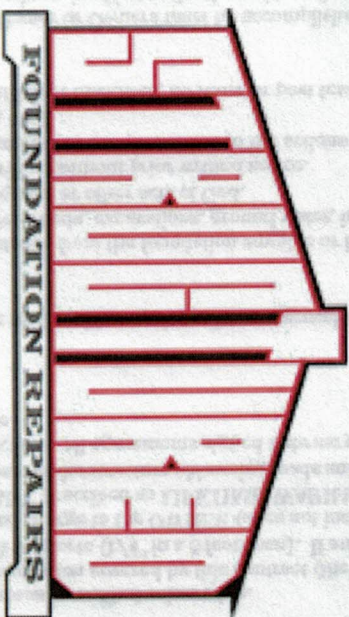
TERESA GASE
103 CHEVY CHASE LN.
MAXHAZCHIE, TX
75105



neopost[™]
12/10/2021
FIRST-CLASS MAIL
US POSTAGE \$001.56⁰

ZIP 76040
041M10263291

STRUCTURED FOUNDATION REPAIRS, INC.



Certify to all that Theresa Gase has received a Lifetime Transferable warranty for on Twenty-Four (24) Concrete Pilings under the provisions and terms of the general conditions on the agreement dated 09/24/2021 for the property located at 103 Chevy Chase Ln, Waxahachie, TX 75165.

Theresa Gase

Authorized Signature

10/22/21

Date

See reverse for general conditions and transfer instructions.

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of **Structured Foundation Repairs Inc.**, herein after referred to as **COMPANY**, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may cause or create new damage by movement or lack of movement.
3. **The act of lifting a foundation has inherent risks and often causes damage, cosmetic and otherwise. Therefore the COMPANY has no obligation to repair or replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing*, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation but we cannot guarantee that it survives.**
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$100.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation (or what has been underpinned) has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work, and/or the warranty may be voided. Substandard construction is usually not discovered until after the work has begun and possibly not until a lift is attempted.
6. Owner shall supply **COMPANY** with water and electricity at owner's expense. **COMPANY** must have access to the breaker box at all times and must enter the interior of the dwelling at the time it is lifted.

*Note: **COMPANY** recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the Repair Specifications listed on the front of the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. To properly test a sewage line, it is necessary to have a working sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the test actually completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if mud-jacking is included on the Repair Specification.) If a sewage leak is detected, it is the Owner's responsibility to have it repaired within a reasonable period of time. If the Owner is unwilling or unable to do the repairs, the **COMPANY** may refund any money previously collected for mud-jacking and may also void the warranty.

LIFETIME WARRANTY-Concrete Pressed Pilings or Steel Pilings only unless specified otherwise.

It is the intention of the **COMPANY** to permanently stabilize that portion of the foundation covered by this contract (the area where the pilings are installed), within one (1) part in two hundred and forty (240) parts of the life of the structure that it supports (1/4" in a 5-foot span). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, **COMPANY** will adjust all affected pilings at no charge to the **OWNER** (does not include any costs for cosmetic repairs or tunneling to access pilings). This warranty applies to only the work performed by **COMPANY** described as **LIFETIME WARRANTY WORK** under the terms, provisions, and conditions of this contract. This warranty does not cover upheavals. Pier and Beam understructure shimming, pads and blocks, and wood replacement has a 1 year warranty unless specified otherwise. In order to reduce frivolous warranty inspections, all agreements signed February 1, 2015 or thereafter will be charged a \$75 service charge for warranty inspections. **Company** reserves the right to waive the charge.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of **COMPANY**, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc.)
6. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
7. **COMPANY** pilings are adjusted and/or modified by another contractor/individual without prior written notice.
8. Within 180 days of completion of lift, Mudjacking (if included in the agreement), is not completed due to the actions or inactions of customer.
9. Structure is not reasonably maintained (i.e. improper or insufficient watering, etc.)
10. Slab (or flatwork) underpinned is discovered to be built substandard (i.e. insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

TRANSFER OF WARRANTY

In the event a change of ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than sixty (60) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN SIXTY (60) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$100 (or current transfer fee) to 13301 Trinity Blvd, #133, Euless, TX 76040. There is no charge for the first transference.

ARBITRATION OF DISPUTES

With the exception of debt collection, the Owner and **COMPANY** agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations. Owner and **COMPANY** agree that, in any arbitration proceeding, **COMPANY** liability shall be limited to the amount paid to the **COMPANY** by the Owner under this contract.

DEBT COLLECTION (INTEREST, PENALTIES & LATE FEES)

The **COMPANY** can and will utilize all remedies allowed by law when it comes to the collection of unpaid balances. The Owner agrees to pay all interest (18% APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this Agreement. All costs associated with the collection of this debt, court costs, attorneys fees and county filing fees, will be responsibility of the Owner.

CANCELLATION/RESCHEDULE POLICY

A customer may cancel/reschedule an agreement with **COMPANY** at any time by providing a written request by email to info@structuredfoundation.com. Any job cancelled or rescheduled within 3 business days prior to the scheduled commencement will incur a \$250.00 change fee. The homeowner will be responsible for any charges incurred prior to cancellation.

TERMINATION

The **COMPANY** may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed amount. No changes to this document will be valid unless approved in writing by both parties.

Pat Blalock

From: STRUCTURED FOUNDATION REPAIRS <noreply@swipesimple.com>
Sent: Wednesday, October 13, 2021 10:07 AM
To: Pat Blalock
Subject: Receipt from STRUCTURED FOUNDATION REPAIRS (Transaction #10206578-1392)

STRUCTURED FOUNDATION REPAIRS

13301 TRINITY BLVD STE 133, EULESS, TX
76040

Mailing Address: P.O Box 1330 Euless, TX
76039 972-484-1200

Transaction #	10206578-1392
Date	10/13/2021 10:07 AM
Result	Approved
Auth Code	013796
Transaction Method	Keyed
Transaction Type	Sale
Cardholder Name	Theresa A Gase
Card	XXXX-XXXX-XXXX-2569
Card Type	Visa

1 × Quick Item	\$1,000.00
Subtotal	\$1,000.00

Total (USD) **\$1,000.00**

method	Key Entered
mid	XXXXXXXX2709
tid	75269703

pblalock@structuredfoundation.com

Receipt sent via SwipeSimple, powered by CardFlight

© CardFlight, Inc. 2021

Date: October 8, 2021
Attention: Structured Foundation Repairs, Inc. (via e-mail)
Subject: Structural Foundation Initial Inspection Report
103 Chevy Chase Ln., Waxahachie, TX

To Whom It May Concern:

Crosstown Engineering (CE) was retained to conduct a review of the provided pier plan prepared by Structured Foundation Repairs, Inc. (SFR) to determine if it is a reasonable limited plan of repair.

CE visited the subject site to interview the property owner, observe the structure and terrain, and to verify the floor elevation data.

We observed brick joint separations and trim separations that indicated settlement was occurring on the front, back, right and left sides of the structure. These observations are confirmed by floor elevation data.

SFR has proposed to perform the following in the approximate locations of the structure as indicated on the limited repair plan to support the foundation:

- Install 24 total pilings (22 exterior, 2 exterior with concrete breakouts). Minimal lift on all pilings.

Based on our observations, it is our opinion that the proposed plan of repair is reasonable. Because the structure has endured pre-repair foundation differential movement, residual differential elevation and perceptible floor slope may remain following the limited foundation repairs. This limited repair plan is intended to provide a reasonable repair to improve the performance of the foundation and is not intended to level the foundation. The contractor shall determine the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

Please see the Disclosure & Disclaimer, pier detail (if provided), and limited repair plan for more information and do not hesitate to call us if you have any questions.

Sincerely,

Crosstown Land Development Services
Texas Engineering Firm (F-15944)

Adam Green, P.E.
Professional Engineer (TX #116597)



10/8/21



DISCLOSURE & DISCLAIMER

It is known to knowledgeable professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils etc. This soil movement could possibly cause the foundation to move after the remediation plan within the attached report has been implemented and may impact the stability of the foundation and cause damage.

NO WARRANTY IS EXPRESSED OR IMPLIED BY THIS ENGINEER AS TO THE PERFORMANCE OF THIS FOUNDATION OR THE REPAIRS THERETO. Diligent foundation maintenance to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

REPORT LIMITATIONS

This report is written for informational purposes only and is not intended to be a detailed technical evaluation of the property or an inventory of defects. The opinions expressed in this report are based on a visual evaluation of current conditions observed at the time of the inspection. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING THIS ENGINEERING REPORT.

The information in this report supersedes any verbal comments, expressed or implied, made by Crosstown Land Development Services or its principals, agents or employees. The client agrees that neither CLDS nor its employees or owners will be responsible for:

1. Knowledge of the subsurface conditions without extensive geotechnical data obtained from onsite drilling and testing of the recovered samples,
2. Knowledge of cracks, vertical differential displacement of floors without uncovering of the floor by the client; and
3. Any other element such as joists or beams and other structural members that is boxed or otherwise not readily available to CE for viewing, and releases CE from any liability attributable to such knowledge or conditions.

Any prescribed repair or maintenance plan detailed by this report is based on observations of apparent performance of the facility at the time of this structural survey. Compliance with any code or specification other than as expressly noted is specifically excluded.

The provided Floor Elevation Map and resulting recommendations are based on conditions as they now exist and DOES NOT IMPLY OR WARRANT THAT OTHER PROBLEMS AND OR AREAS MAY NOT MANIFEST IN THE FUTURE.

This report was prepared expressly for the client and expressly for the purposes indicated by the client. Permission for use by any other person for any purpose, or by the client for different purpose is denied unless otherwise stated in writing by CE.

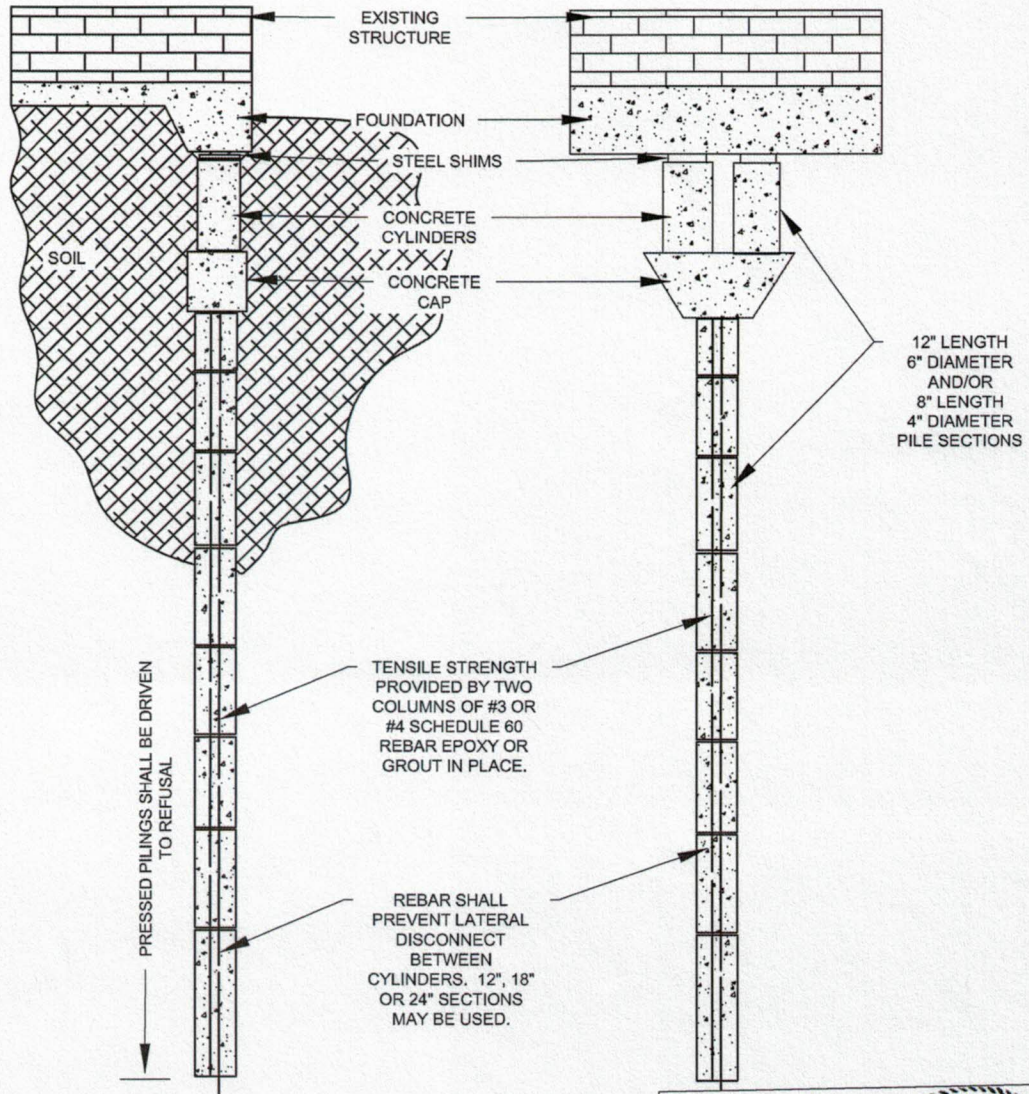
CE SHALL HAVE NO LIABILITY FOR ACTS OR OMISSIONS BY THE CONTRACTOR OR HIS SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT, OR THE FAILURE OF THE CONTRACTOR TO PERFORM THE WORK IN ACCORDANCE WITH THE REPAIR PLAN. CE IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE OR PROCEDURES OR THE PRECAUTIONS INCIDENTAL THERETO.

CE expressly DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and the client expressly disclaims that it has contracted for or received any warranty of fitness for a particular purpose with respect to this report. THE REPORT UNDER THIS AGREEMENT IS THE OPINION OF CE AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

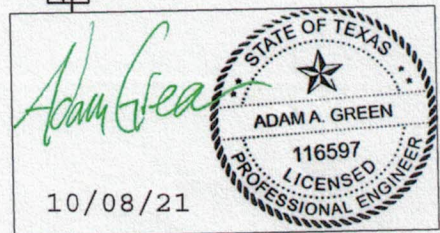
PRESSED PILING SPECIFICATIONS

SIDE VIEW

FRONT VIEW



103 CHEVY CHASE LN., WAXAHACHIE, TX

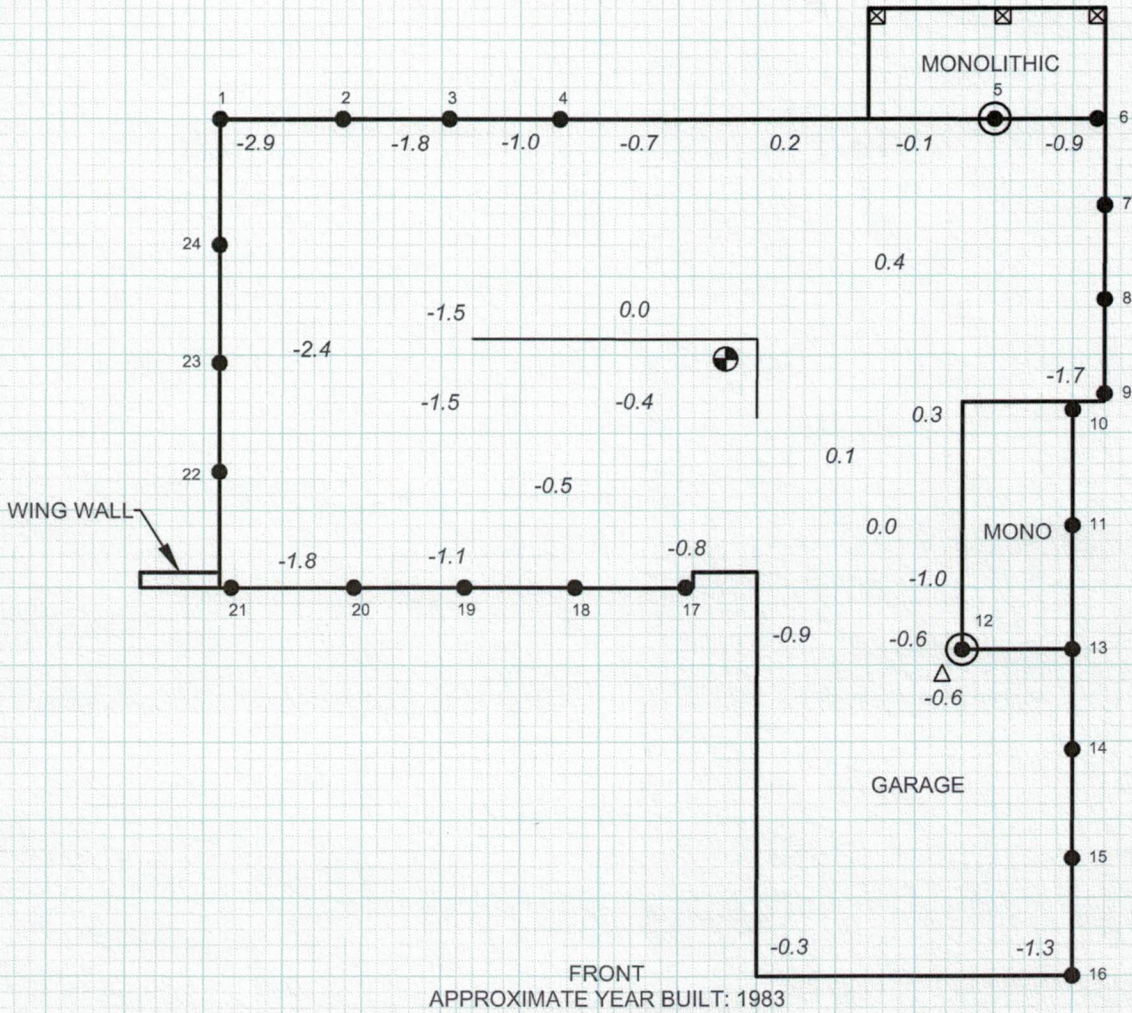


CROSSTOWN ENGINEERING

TBPE FIRM F-15944 - WWW.CROSSTOWNENGINEERING.COM
(469) 751-7694 - DALLAS METROPLEX

CONSTRUCTION NOTE: IF INTERIOR PILING LOCATIONS ARE SHOWN ON THIS MAP THEY ARE APPROXIMATED AND ARE LOCATED WITHOUT KNOWLEDGE OF THE LOCATIONS OF THE INTERIOR GRADE BEAMS. THE CONTRACTOR SHALL MAKE FIELD JUDGEMENTS BASED OFF OF THEIR GRADE BEAM INVESTIGATIONS AND OBSERVED SLAB QUALITIES TO FIELD LOCATE THE FINAL INTERIOR PIER LOCATIONS. FINAL SCOPE CHANGES SHALL BE APPROVED BY THE ENGINEER OF RECORD.

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- INSTALL 24 TOTAL PILINGS (22 EXTERIOR, 2 EXTERIOR WITH CONCRETE BREAKOUTS). MINIMAL LIFT ON ALL PILINGS.

LIMITED REPAIR PLAN

PRE-LIFT ELEVATIONS BY CE (10.08.21) 0.0

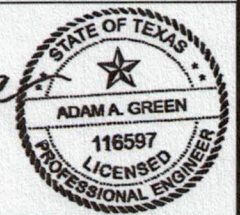
NOT TO SCALE - ALL LOCATIONS APPROXIMATE

POST-LIFT ELEVATIONS BY CE () (X.X)

LEGEND

- ELEVATION BASEPOINT
- PROPOSED BEAM
- EXISTING BEAM
- PROPOSED PAD/BLOCK
- EXISTING PAD/BLOCK
- PROPOSED PIER
- EXISTING PIER
- PROPOSED BREAKOUT
- EXISTING BREAKOUT

Adam Green



10/08/21



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(469)-751-7694 - DALLAS METROPLEX

103 CHEVY CHASE LN., WAXAHACHIE, TX



P.O Box 1779 • Wylie, Texas 75098

972-429-2223 • 972-475-5458

Lic # M37741

www.holeinoneplumbing.com

Oscar Eugene Sherman

Inv. 52800

Hydrostatic Sanitary Sewer Test and Static Potable Water Test Report

Customer Name Teresa Gase Job # Post Str
 Job Site 103 Chevy Chase Ln Scheduled Date Oct 27, 2021
Wasscheik Tx 75165 Scheduled Time 2PM-4PM
 Telephone/Contact # 972-938-7335 (Other) _____

Hydrostatic Test of Sanitary Sewer Pipes

A Hydrostatic test is performed to determine whether a leak(s) exists somewhere on sewer system under floor level and within the perimeter beams of the foundation. An inflatable test ball is inserted into the main sewer line directly under the perimeter beam and is inflated to block off the system. The entire system is then filled with water to the floor level and monitored for loss.

Test Date: Oct 27, 2021 Test Time of Day: 2:10PM-3PM Foundation Type: Slab Pier & Beam

Clean outs:

None Double Single to House Single to City 2-Way • Cast Iron ABS PVC • Front Back Side DR

Were clean outs installed? Yes No • What Type? Double Two-Way Other _____

Sewer Line:

Cast Iron PVC ABS • Visible condition of pipe: Excellent Fair Poor Rotted Cracked Roots • Depth@C.O. 2'

Sewer System:

Number of exit points from foundation: 1 • Number of bathrooms downstairs: 2 Number of bathroom upstairs: N/A

Test Observation Site: Commode Shower C/O Other _____ • Bathroom location: Master Half Hall Shared

Cumulative Inches of Water Lost in Riser:

1 Minute <u>5</u> inches and <u> </u> dropping <u> </u> holding	10 Minutes <u>4</u> inches and <u> </u> dropping <u> </u> holding
2 Minutes <u>1</u> inches and <u> </u> dropping <u> </u> holding	15 Minutes <u>5</u> inches and <u> </u> dropping <u> </u> holding
5 Minutes <u>3</u> inches and <u> </u> dropping <u> </u> holding	20 Minutes <u>6</u> inches and <u> </u> dropping <u> </u> holding

TEST RESULTS: DOES THE SEWER SYSTEM LEAK? YES NO

Static Test of Potable Water Supply Pipes

A Static test is performed to determine whether a leak(s) exists somewhere on the domestic potable water system. The test is performed by first checking and isolating all fixtures above the slab that drip or leak. A pressure gauge is attached to one of the water outlets, and the potable water system is isolated from the city main at the meter cut off. The gauge is monitored for pressure loss.

Test Date: Oct 27, 2021 Test Time of Day: 2:50PM-3PM

Type of Water Pipe: Copper Galvanized Poly • Piping Located: Under the Slab Pier & Beam Overhead

Pressure Gauge Attached at the Following Hose Bibb: Front Back Right Side Left Side Washing Machine Other _____

Initial City Water Pressure: 55 PSI • Pressure at End of Test: 55 PSI • Total Pressure Loss 0 PSI

Cumulative Pressure Loss at Times Indicated:

1 Minute <u>0</u> PSI and <u> </u> dropping <u> </u> holding	10 Minutes <u> </u> PSI and <u> </u> dropping <u> </u> holding
2 Minutes <u>0</u> PSI and <u> </u> dropping <u> </u> holding	15 Minutes <u> </u> PSI and <u> </u> dropping <u> </u> holding
5 Minutes <u>0</u> PSI and <u> </u> dropping <u> </u> holding	20 Minutes <u> </u> PSI and <u> </u> dropping <u> </u> holding

Total Length of Test: 5 Minutes

If pressure drops, can water be separated between house & yard? Yes No • Can sprinkler system be isolated from house? Yes No

TEST RESULTS: ARE THE WATER LINES LEAKING? YES NO

Comments:

Sewer Leak Isolation - \$325
Monday Nov. 15, 2021 8AM-9AM
x Hold off for now

Plumber:

David Grey

Customer Signature:

Teresa Gase

Date: November 18, 2021
Attention: Structured Foundation Repairs, Inc. (SFR) (via e-mail)
Subject: Final Report & Inspection
103 Chevy Chase Ln., Waxahachie, TX. 75165

Dear Structured Foundation Repairs, Inc. and Property Owner:

Structured Foundation Repairs, Inc. (the contractor) retained Crosstown Engineering (CE) to visually inspect foundation repairs completed by Structured Foundation Repairs, Inc. Crosstown Engineering visited the property, conducted a visual inspection, and determined that all work, including any approved changes, has been completed per our original report dated 10.08.21.

Based on information provided by Structured Foundation Repairs, Inc. and visual observations, it appears that the following was performed:

- Installed 24 total pilings (22 exterior, 2 exterior with concrete breakouts) (minimal lift on all pilings).

The elevation data obtained during the inspection indicates the foundation is supported by pilings to prevent further downward movement and may have been lifted. In some cases, the pilings are meant to support the foundation and minimal to zero lift was intentional.

We recommend post-lift plumbing tests be performed on the sewer and potable plumbing lines and that any leaks be immediately repaired. This limited repair plan is intended to provide reasonable repair to improve the performance of the foundation and is not intended to level the foundation. The contractor determined the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

If you have any questions or need additional information, please call our office.

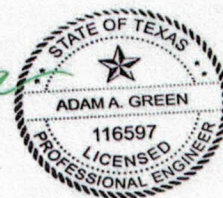
Sincerely,

Crosstown Land Development Services
Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA
Professional Engineer (TX #116597)

Adam Green

11/18/21



DISCLOSURE & DISCLAIMER

It is known to knowledgeable professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils etc. This soil movement could possibly cause the foundation to move after the remediation plan within the attached report has been implemented and may impact the stability of the foundation and cause damage.

NO WARRANTY IS EXPRESSED OR IMPLIED BY THIS ENGINEER AS TO THE PERFORMANCE OF THIS FOUNDATION OR THE REPAIRS THERETO. Diligent foundation maintenance to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

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The information in this report supersedes any verbal comments, expressed or implied, made by Crosstown Land Development Services or its principals, agents or employees. The client agrees that neither CLDS nor its employees or owners will be responsible for:

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2. Knowledge of cracks, vertical differential displacement of floors without uncovering of the floor by the client; and
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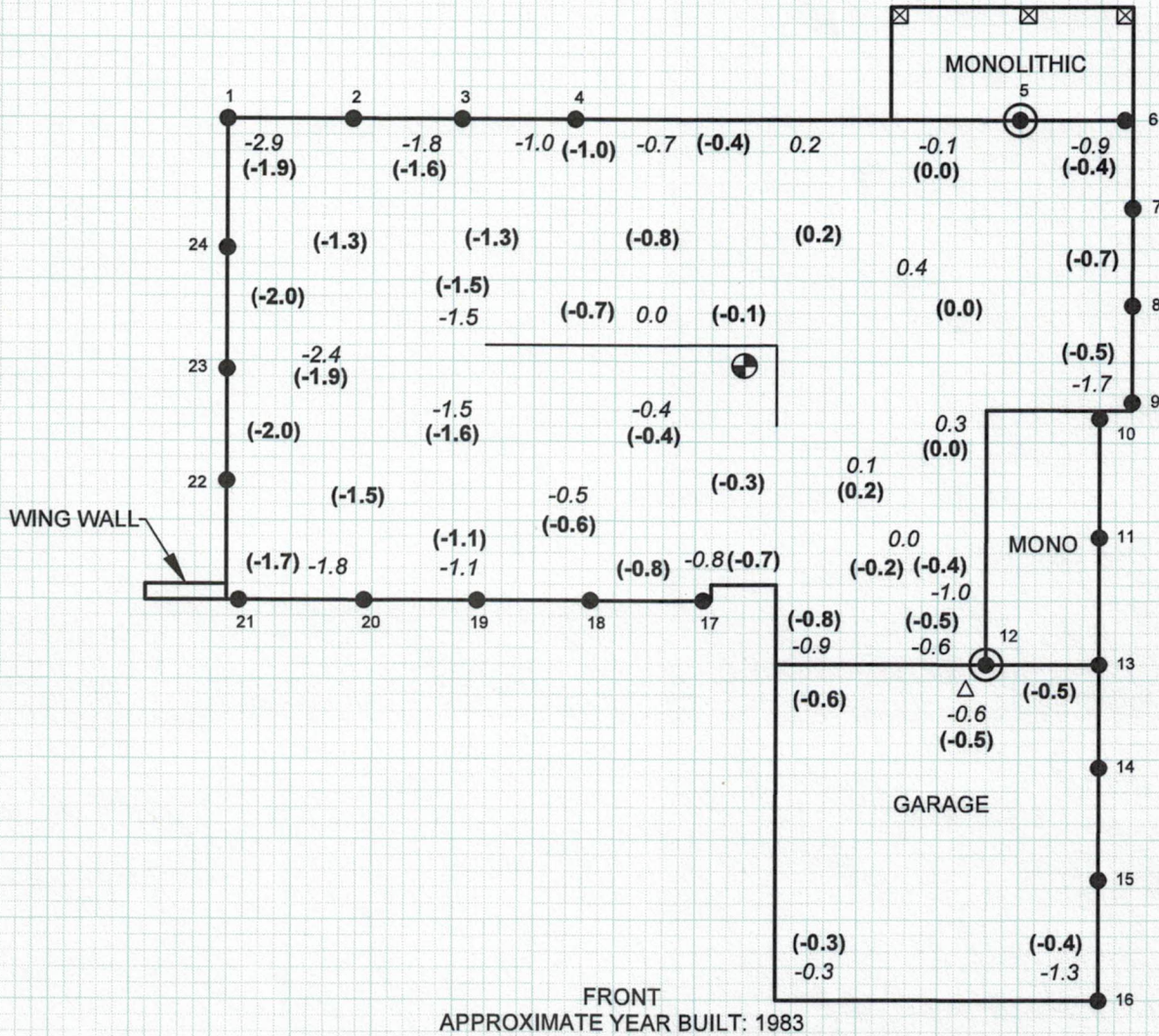
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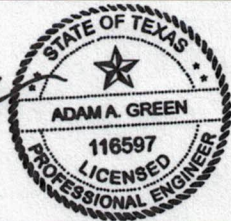
NOT TO SCALE - ALL LOCATIONS APPROXIMATE

POST-LIFT ELEVATIONS BY CE (11.04.21) (X.X)

LEGEND

- | | | |
|---------------------|---------------------|--------------------|
| ELEVATION BASEPOINT | INSTALLED PAD/BLOCK | EXISTING PIER |
| INSTALLED BEAM | EXISTING PAD/BLOCK | INSTALLED BREAKOUT |
| EXISTING BEAM | INSTALLED PIER | EXISTING BREAKOUT |

Adam Green
11.18.21



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