

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: 12/17/2001

Certificate#: 2011420

Transfer Request Date: _____

Purchase Date: _____

Current Owner Name: Jim Chodzko

Current Owner's Phone#: _____

Current Owner's Email: _____

New Owner's Name: _____

New Owner's Phone#: _____

New Owner's Email: _____

Address of Installation: 5623 Dumfries , Houston , TX 77096

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 theses 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 if 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



LIFETIME FOUNDATION WARRANTY

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

5623 Dumfries , Houston , TX 77096

If any adjustments are required during the Warranty Period due to settling, Olshan will adjust all areas previously underpinned by Olshan without cost to the owner, 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

Effective Date: 12/17/2001

CABLE LOCK PILINGS 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.



Since 1933

5902 West 34th St. • Houston, Texas 77092
(713) 223-1900 • Fax (713) 895-8160

FOUNDATION REPAIR COMPANY

Date: 9.12.01

AGREEMENT

1. OLSHAN FOUNDATION REPAIR COMPANY, called the Contractor, and Jim Chodzko, called the Owner, agree that Contractor will furnish labor, equipment, and materials to perform the following described work to the hereinafter described building or structure located at 5623 Dumfries Hou, TX, 77096, 7.669.3515
City State Zip Code Telephone

Recommended Repair Method:

A. 42 Cable-lock Pressed Piling
36 Exterior 6 Interior

B. _____ Bell-Bottom Piers
_____ Exterior _____ Interior

C. Other _____

Cost to the Owner for the heretofore described work is \$ 19,200.⁰⁰.

Two payments to be paid as follows:

1. \$ 9600. when work begins.
2. \$ 9600. balance due upon completion of foundation repair.

*** A LIFETIME TRANSFERABLE WARRANTY IS ATTACHED TO, AND IS A PART OF, ***
THIS CONTRACT WHEN SIGNED BY THE CONTRACTOR.
(Warranty will vary with method of repair used.)

2. Work permitted to meet local government requirements.
3. Contractor will repair any damage to water and sewage lines caused by Contractor. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting and leveling will not be repaired by Contractor.
4. Any existing builders construction piers requiring chipping and cutting will be billed to the Owner at a cost of \$ 5 each.
5. Contractor is liability insured for customer's protection.
6. IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL, IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASES, THE GUARANTEE BECOMES INVALID.
7. It is understood and agreed that in order to perform the above described work it is possible that the sheetrock, wallpaper, or the other rigid materials may crack. Therefore, the above figure does not include any redecorating, repairing, electrical work or the replacement of any materials not called for in this Agreement. It is also being understood and agreed that Olshan will temporarily remove plants and shrubs which obstruct the installation area. All plants and shrubs will be replanted; however, Olshan does not guarantee continued longevity.
8. It is understood and agreed that the Contractor will furnish all the labor, equipment, and material and will perform all the necessary work in connection with this job in a good and workmanlike manner.
9. The Owner may order extra work to be done, not contemplated by this Agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the contractor. No oral representation made by anyone can change or modify this Agreement.
10. Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.
11. This agreement, in order to be binding upon Contractor, must be signed in the space provided below and one copy returned in this office within 90 days from the date shown above.
12. Other considerations Plumbing leak in hallway bathroom to be repaired for \$1390.⁰⁰
(matching Atlas' bid/est.) Start date by 12/10/2001. (These 2 items
are based on phone conversation with Rick LaPar 10/26/2001). JC

OLSHAN FOUNDATION REPAIR COMPANY

James Chodzko Owner
Owner

BY Kris Moran CONTRACTOR

RESTORATION TYPE

EXT 36 Cable
INT 6 lock
TOT 42 Piling

Olshan

FOUNDATION REPAIR COMPANY
(713) 223-1900

NAME Jim Chadzko
ADD. 5623 Dunfries
Hou TX 77096
TEL 7-669-3515
DATE 9/12/01 KEY MAP 5315

LEGEND

- EXTERIOR
- INTERIOR
- △ INJECTIONS
- BUILDERS PIERS
- X PREVIOUS WORK
- PROP LINE
- /-/- FENCE
- WALL CRKS
- [A/C] A/C UNIT
- ← SLOPE

SITE CONDITION

- WOOD DECK
- SPA
- POOL EQUIP.
- ADD-ON

BUILDING DESCRIPTION

- 1 STORY
- BRICK
- GRADE BEAM DEPTH
- BREAK-OUTS
- POST TENSION

