

Advanced Foundation Repair, LP

APPROVED PRO-LIFT WARRANTY AGREEMENT Advanced Foundation Repair, LP

To be completed at the time of sale and mailed along with the transfer fee and copy of settlement statement (top half only) to Advanced Foundation Repair, LP located at, 5601 W. Jefferson Blvd., Dallas, TX 75211, phone number 214-333-0003.

In exchange for the transfer fee described below, Advanced Foundation Repair, LP hereby agrees to issue to buyer the foundation warranty, written below, on the property described below. In exchange for Advanced Foundation Repair, LP issuing the foundation warranty to Buyer, Buyer agrees to be bound by the terms of the arbitration clause and warranty contained in this transfer form.

The buyer(s) hereby agree to the following: Owner and Contractor agree that any dispute, or lawsuit related in anyway 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 stipulations that, in the event of arbitration, the arbitrator shall require the losing party to pay the winning parties 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 contractor agree that, in any arbitration proceeding, Contractor's liability shall be limited to the amount paid to Contractor by Owner under the original contract. If Contractor files a mechanic's lien because of Owner's failure to make full payment in a timely manner, Owner agrees to reimburse Contractor for the cost of filing and removing and such mechanic's lien, including reasonable attorney's fees.

Warranty: If any adjustments to Contractor's piers or pilings are required during the life of your home due to settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner. If Contractor's piers or pilings are altered or adjusted by any party other than Contractor, all warranties will be void. If Contractor is unable to meet its obligations under this warranty, the Texas Foundation Warranty Trust will take over Contractor's warranty obligations. If you sell your home, to transfer the warranty, the buyer must complete the warranty transfer form and file it with Contractor within 30 days of the sale. If the transfer is not made in a timely fashion, the warranty is VOID. Once a warranty has become VOID, it can not be reinstated. There is a charge of \$250, which shall be adjusted upward or downward to reflect changes in the consumer price index that occur after 01/01/2010, to transfer the warranty. A \$75.00 service fee will be assessed for any requested warranty visits in the future. To arrange a warranty transfer, call your Pro-Lift Contractor at the phone number below. This paragraph sets forth the entire warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed. With regards to payments, the parties agree that time is of essence. If full payment is not made, all warranties, expressed, implied and statutory are void.

The undersigned certify that they are the sole owners of the subject property and that there are no other owners.

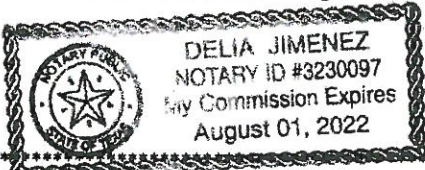
This is to certify that on 2/25, 2019 title to the property known as 2738 28th Ave N
in the City of Texas City State of Texas was, or will be, transferred from Lorene M. Brewer
to James D. Summers PHONE (281) 614-9331

Executed this 26th day of March, 2019.

James D. Summers
(Buyer)

(Buyer)

This instrument was acknowledged before me on the 26 day of March, 2019, by James D. Summers



mpuimney
Notary Public for the State _____
My commission expires _____

*****FOR OFFICE USE ONLY*****

This is to certify that, by payment of the transfer fee, receipt of which is hereby acknowledged, and on the facts contained above, the warranty has been transferred on the records of Advanced Foundation Repair, LP to the new OWNER effective on the date of title transfer.

Advanced Foundation Repair, LP
BY: Delene Silva DATE: 3/28/19

5601 W. Jefferson Blvd., Dallas, TX 75211
Phone 214-333-0003, FAX 214-331-0004

Advanced Foundation Repair, LP

APPROVED PRO-LIFT WARRANTY AGREEMENT

Advanced Foundation Repair, LP (Contractor)

To be completed at the time of sale and mailed along with the transfer fee and a copy of settlement statement (top half only) to Advanced Foundation Repair, LP located at 1142 Shadowdale Dr., Houston, TX 77043 713-464-5561.

In exchange for the transfer fee described below, Advanced Foundation Repair, LP hereby agrees to issue to buyer the foundation warranty, written below, on the property described below. In exchange for Advanced Foundation Repair, LP issuing the foundation warranty to Buyer, Buyer agrees to be bound by the terms of the arbitration clause and warranty contained in this transfer form.

The buyer(s) hereby agree to the following: Owner and Contractor agree that any dispute, or lawsuit related in anyway 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 stipulations that, in the event of arbitration, the arbitrator shall require the losing party to pay the winning parties' 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 Contractor agree that, in any arbitration proceeding, Contractor's liability shall be limited to the amount paid to Contractor by Owner under the original contract. If Contractor files a mechanic's lien because of Owner's failure to make full payment in a timely manner, Owner agrees to reimburse Contractor for the cost of filing and removing any such mechanic's lien, including reasonable attorney's fees.

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The undersigned certify that they are the sole owners of the subject property and that there are no other owners.

This is to certify that on _____, 20__ title to the property known as _____
in the City of _____, State of _____ was, or will be, transferred from _____
to _____ PHONE (____) _____

Executed this _____ day of _____, 20__.

(Buyer)

(Buyer)

This instrument was acknowledged before me on the _____ day of _____, _____, by _____.

Notary Public for the State _____

My commission expires _____

*****FOR OFFICE USE ONLY*****

This is to certify that, by payment of the transfer fee, receipt of which is hereby acknowledged, and on the facts contained above, the warranty has been transferred on the records of Advanced Foundation Repair, LP to the new OWNER effective on the date of title transfer.

Advanced Foundation Repair, LP

BY: _____ DATE: _____

1142 Shadowdale Dr. * Houston, TX 77043
* 713-464-5561 * FAX * 713-467-6833



TEXAS DEPARTMENT OF INSURANCE

Regulatory Policy Division - Windstorm Inspections Program (104-WS)

333 Guadalupe, Austin, Texas 78701 ★ PO Box 149104, Austin, Texas 78714-9104
 (800) 248-6032 | F: (512) 490-1051 | TDI.texas.gov | @TexasTDI

Certificate of Compliance WPI-8

Date of Construction:	01-15-2009	Certificate Number:	490318
Application ID:	541217	Building Type:	House
Occupancy Type:	Residential		
Certificate Type:	Certificate Detail:	Certificate Date:	Appointed Qualified Inspector/TDI Inspector:
Roof	Entire Re-Roof	April 7, 2009	Appointed Qualified Inspector

DAMAGE DUE TO HURRICANE IKE

Location of Property to be Insured:

Street:	Lot:	Block:	Tract or Addition:
2738 28TH AVENUE NORTH			
City:	County:	State:	
TEXAS CITY	GALVESTON	TEXAS	
Inside City Limits			
Inland I - INLAND I - 2006 IRC Intl Residential Code			

This Certificate of Compliance, Form WPI-8, is issued by the Texas Department of Insurance under Insurance Code § 2210.251 and § 2210.2515 and demonstrates that the improvement identified in the certificate complies with the applicable windstorm building code under 28 Texas Administrative Code §§ 5.4007 - 5.4011.

Steel, Concrete, Drilled, Helical

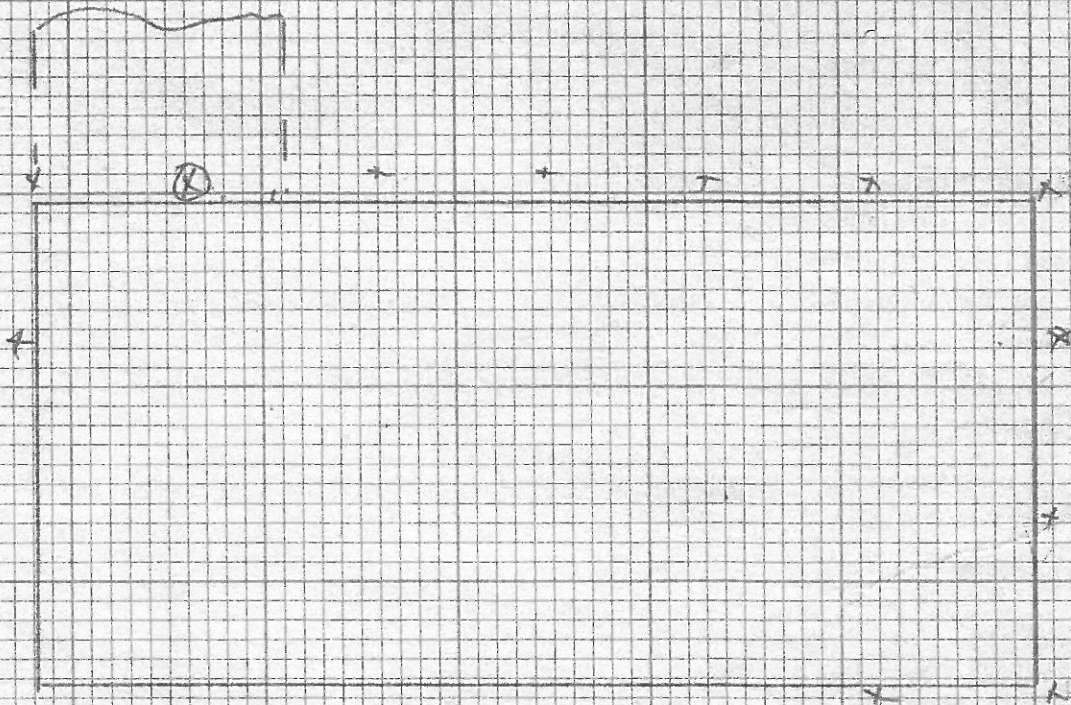
EXT 12, INT -, TOT 12

TOTAL PRICE _____

ADVANCED FOUNDATION REPAIR

NAME BROWER
ADD. 2738 28th Ave N
TR CITY
TEL 409 945 7527
DATE 4/17 MAPSCO 70200

- | | | | | |
|---|-----------------|------------------|--|-----------------------------|
| <input type="radio"/> EXTERIOR | LEGEND | - - - PROP. LINE | SITE CONDITION | BUILDING DESCRIPTION |
| <input type="radio"/> INTERIOR | - - - FENCE | --- WOOD DECK | <input checked="" type="checkbox"/> 1# STORY | |
| <input type="radio"/> INJECTIONS | --- WALL CRACKS | --- SPA | <input checked="" type="checkbox"/> BRICK | |
| <input type="radio"/> BUILDERS PIERS | --- A/C UNIT | --- POOL EQUIP. | --- GRADE BEAM DEPTH | |
| <input checked="" type="checkbox"/> PREVIOUS WORK | --- SLOPE | --- ADD-ON | --- BREAK-OUTS | |
| | | | --- POST TENSION | |



Advanced Foundation Repair, LP

April 10, 2019

James Summers
2738 28th. Ave. North
Texas City, Texas 77590

Re: Foundation Repair Warranty

Dear James,

This is to acknowledge that the foundation repair warranty has been transferred to your name.

A \$75.00 service fee will be assessed for any requested warranty visits in the future.

If you have any questions, please call me at 713-464-5561.

Yours truly,

Carina Sosa
Administrative Assistant
Csosa@foundationrepairs.com



Gerard J. Duhon, P.E., #59832
Engineered Foundation Solutions, #F-12259
281-788-7393 gerard@texashomeengineer.com

ENGINEERING OPINION
INVESTIGATION OF FOUNDATION PERFORMANCE
RESIDENCE AT 2738 28th AVENUE N, TEXAS CITY, TEXAS, 77590
Date of Inspection: March 29, 2019
Date of Report: April 7, 2019

SUMMARY

The foundation is performing well.

BACKGROUND

A request was made for an inspection and report on the performance of the foundation of the subject house. I was assisted by Darrell Bowles, P.E. A visual inspection was performed, elevations were measured, and conditions documented with videos (not included).

The following information was provided: The foundation was repaired in 2002 with 12 exterior piles.

Convention regarding directions: Front faces the street, left and right are as seen from the street facing the house. Back-right indicates back side, right end. Right-back indicates right side, back end.

Boilerplate and outside references shown in italics.

INSPECTION

Damages and conditions at the exterior are shown on the attached Elevation survey sheet. Minor cracks exist at the brick veneer walls. All of the brick mortar lines are straight.

Inspection of the exterior found a tallow tree at the left-back yard within influence of the foundation.

Inspection of the exterior found deficient drainage and landscape conditions, as shown on the attached Elevation survey sheet.

Damages and conditions at the interior are shown on the attached Elevation survey sheet. Wall cracks were observed at bedroom windows.

An elevation survey throughout the house was performed using a Technidea Zipllevel. The reference zero was the middle interior. The elevations have a range of 1.4 inches, highest at the front entry, lowest at the back left corner of the house. The foundation generally is flat and level.

The foundation will be judged by the three following objective criteria.

The elevation deflections measured as bending of a straight line do not approach the generally accepted criteria for foundation performance and repair of 1.00/360 (1 inch bend in 30 feet).

The elevations measured as tilting of a level line across the foundation do not approach the generally accepted criteria for foundation performance (not repair) of 1.00% (2.4 inch difference across 20 feet).

The elevations measured as slope of floors do not approach 2.00% (1.2 inch difference across 5 feet).

See attached elevation survey.

ANALYSIS

FYI: TREE EFFECT, NO FOUNDATION REPAIR

Trees desiccate soils and shrink those soils with a clay component. Clayey soils are common in the Greater Houston area. Where the foundation is supported by these shrinking soils, the foundation drops in the area affected by the tree roots, and drops towards the tree. The effect is stronger during dry seasons. During a wet season, the foundation may rise somewhat. Damages normally occur during the dry summer. This cause-and-effect relationship forms the basis for my analysis.

The tallow tree appears to be affecting the back left of the house, as indicated by the elevations and the damages, and the underpinning/repair appears to be ineffective.

The foundation levels fall well within the objective performance criteria.

CONCLUSION

Considering the range of elevations, damages, curvature, tilt, stability, age, and identifiable causes of movement, I find the foundation is performing well.

If recommendations are followed, the foundation should perform well in the foreseeable future.

No foundation repair is recommended.

The foundation appears to be structurally sound.

RECOMMENDATION

Remove the tallow tree.

Repair the damages.

Correct the detrimental drainage and landscaping conditions.

I recommend the following measures to keep your foundation performing as well as possible: Regarding the soils around the foundation: If needed, place soil around the perimeter of the foundation, you only need four inches of foundation exposure, make sure the soil is sloped so it drains away from the foundation, and keep grass or plants growing for a few feet around the foundation. Regarding watering: You only need water enough to keep the plants or grass healthy, normally only required during the dry Summer months. Do not water at flatwork next to the foundation, such as patios and driveways. There is no need to water where there has been foundation repair. Never allow free water within 2 feet from the foundation, nor water the separation that sometimes appears between the soil and the foundation. Do not plant trees closer than 12 feet from the foundation.

If cracks and other damages appear in the future, call for another inspection. Within two years of today, this inspection may be free, depending on circumstances.

CAVEAT

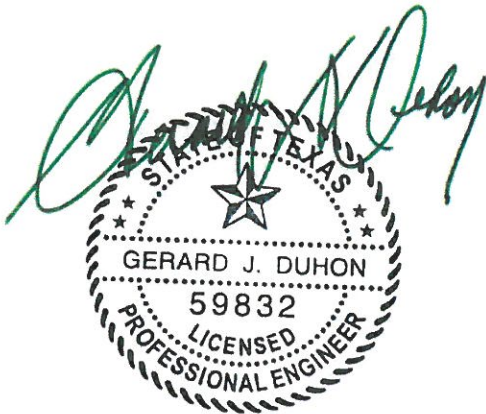
My approach to the mitigation of foundation problems is to eliminate the source of the problem rather than ignore them and install piers or pilings. The installation of piers or pilings can provide immediate results, but ignoring the causes of the foundation performance problems can result in further foundation problems in future years. Eliminating the cause of the problems can involve years before the foundation has recovered and is stable again, and the foundation may not recover to a level acceptable to the owner or professionals.

I will give you the best advice based on my experience, the experiences provided by other professionals, and the experiences of my clients. I may predict future perfor-

mance based on generally accepted principles and experience, but factors beyond my control or beyond my ability to observe can affect in unpredictable ways.

This report of observations and opinions was prepared for the exclusive use of the client, and is not intended for any other purpose. Gerard J. Duhon assumes no responsibility whatsoever for the use of this report by any third party. Any third party with an interest in this property should obtain a professional opinion to satisfy their own objectives. This report is based upon information provided at the time of this report. The conditions described are limited to structural and finish issues discovered during a visual, nondestructive survey of the stated scope of the investigation. The investigation is limited to the scope, and limited by financial and time constraints.

I am not licensed by the Texas Real Estate Commission (TREC) and do not perform inspections in the manner promulgated by the Commission (We are not looking for problems or inspecting general conditions, we are investigating stated problems). Property purchasers are urged to have properties inspected by a TREC inspector prior to commitment.



Attachments:

- Elevation survey
- Survey key
- Performance criteria

SURVEY KEY

EXTERIOR (X) □ [WALL OPENING] †† [CONSTANT WIDTH] Tr [TRIM] Br [BRICK]
 -x-x-x [FENCE] ∅Fn [NOT FOUNDATION RELATED] ⊕ [NEIGHBOR'S TREE] ⚡ [CRACK] FnJ [FOUNDATION JOINT]


 [TRIM DISPLACEMENT, BRICKS MOVED IN DIRECTION SHOWN, NORMALLY GOOD INDICATOR FOR DROP OF FOUNDATION AT THIS CORNER]
 rp+.1/7 [CRACK, OPENED AT TOP, AT WINDOW, REPAIRED, THEN OPENED UP .1" ACROSS 7"] C/O [DRAINAGE CLEANOUT]
 rp [REPAIRS AT WINDOW] ↗ [RECOVERED MOVEMENT] rec ⊗ [RECOMMENDED REPAIR PILE OR PIER LOCATION]
 [DAMAGES AT DOOR] ⊕rem [REMOVED] ⊕ [INSTALLED PILE OR PIER LOCATION] [ROOT BARRIER]
 .4/17 [VERT CRACK, OPENED AT TOP, NOT @ WINDOW OR DOOR, OPENED .4" IN 17'] ←rp [CONSTANT WIDTH CRACK, .3" WIDE, WINDOW]
 [TREE, 20' FROM FOUNDATION, IN DIRECTION SHOWN, AN 18" DIAMETER PECAN TREE] ⊠ [COLUMN]

[TRIM DISPLACEMENT, SEVERE] pilings [PILINGS, FOUNDATION REPAIR, START AND END] pilings rp [TRIM DISPLACEMENT, REPAIRED]



 [AT FRONT ENTRANCE, BRICKS MOVE IN DIRECTION SHOWN, NORMALLY INDICATING DROP OF FOUNDATION TOWARDS HEAD OF ARROW]
 siding [SIDING START AND FINISH, PRESUMABLY BRICK OTHERWISE] siding XJ✓ [EXPANSION JOINT NOT MOVED]

+x [FOUNDATION EXPOSURE IN EXCESS OF 6"] N/A [NOT ACCESSIBLE] WW [WING WALL] Fn [CRACK AT FOUNDATION EXPOSURE]
 RL [RUSTY LINTEL] MA [MONTHS AGO] rp [REPAIR OF BRICK]
 NP [NAIL POP] [PIER OR PILE NOT FOUND] ⊕ [PRESENCE OF PIER/PILE VERIFIED]
 ✓✓ [DOUBLE CHECKED] [HORIZONTAL BRICK MORTAR] [FOUNDATION EXPOSURE 12"+] OR SIDING LINE UP IN MIDDLE OF WALL

DRAINAGE (Dn) pits [GROUND DEPRESSIONS AT FOUNDATION PERIMETER] OTD [OBSTRUCTION TO DRAINAGE]
 [ROOF DRIP LINE] < [ROOF VALLEY] -Dn [SURFACE DRAINAGE TOWARDS FOUNDATION] d/s [GUTTER DOWNSPOUT]
 d/s+6 [DOWNSPOUT DISCHARGES 6" FROM Fn] Dn? [TRUE DRAINAGE OBSCURED] cond [AC CONDENSATE DRIPS NEXT TO FOUNDATION]
 impound [WATER CAPTURED NEXT TO FOUNDATION] pond [WATER PONDS NEXT TO FOUNDATION] → [DIRECTION OF DRAINAGE]
 d/s+ [DOWNSPOUT DISCHARGING TO POSITIVE DRAINAGE]

INTERIOR (N) C ~~~ C [CEILING CRACK] +var [POSITIVE SEASONAL VARIATION] var [VARIES]


 [WALL TO WALL DISTRESS]
 [WALL TO CEILING DISTRESS]
 W\$F [WALL TO FLOOR SEPARATION, GAP] 2C ~~~ 2C [UPPER LEVEL CEILING CRACK] Wdm [WATER DAMAGE]
 W\$C [WALL TO CEILING SEPARATION, GAP] F ~~~ F [FLOOR CRACK] +xrp [EXCESSIVE FOUNDATION EXPOSURE DUE TO FOUNDATION REPAIR]
 [SEVERE WALL TO WALL DISTRESS] ⊙ [REFERENCE ZERO] ⊕ [WATER HEATER] [REFRIGERATOR]
 W ~~~ W [WALL CRACK] === [DOUBLE LINE AT WALL INDICATES SEPARATE Fn]
 W ~~~ C [WALL CRACK CONTINUES TO CEILING] ⊕ [SHOWER]
 ✓✓ [CONDITION DOUBLE CHECKED]


 [AT DOORWAY, INDICATIONS OF DOWN AND UP, ARROWHEAD ALWAYS SHOWN AT DOWN SIDE, DAMAGES AT DOWN SIDE]
 [AT DOORWAY, INDICATIONS OF DOWN AND UP, ARROWHEAD ALWAYS SHOWN AT DOWN SIDE, DAMAGES AT DOWN AND UP SIDES]
 [AT WINDOW, INDICATIONS OF DOWN AND UP, ARROWHEAD ALWAYS SHOWN AT DOWN SIDE, DAMAGES AT DOWN SIDE]
 fit [AT DOORWAY, INDICATIONS OF DOWN AND UP FROM FIT (NORMALLY A WIDE GAP WITH JAMB), ARROWHEAD ALWAYS SHOWN AT DOWN SIDE]
 op [AT DOORWAY, INDICATIONS OF DOWN AND UP FROM OPERATION (NORMALLY WILL NOT CLOSE), ARROWHEAD ALWAYS SHOWN AT DOWN SIDE]
 [DAMAGE AT WINDOW]

ALL DAMAGES NOTED ON SURVEY PRESUMED TO BE FROM FOUNDATION MOVEMENT
 MOST COMMON NOTATIONS SHOWN, LESS COMMON NOTATIONS DERIVED OR WRITTEN OUT



Gerard J. Duhon, P.E., #59832
Engineered Foundation Solutions, #F-12259
281-788-7393 gerard@texashomeengineer.com

ENGINEERING OPINION CRITERIA FOR FOUNDATION PERFORMANCE

The main generally accepted objective criteria for foundation performance is $L/360$, one inch of curvature/deflection/bending in 30 feet, accompanied by some damages in the area. A thorough discussion of the subject of foundation performance can be found in the Foundation Performance Association FPA-SC-13, Guidelines for the Evaluation of Foundation Movement for Residential and Other Low-Rise Buildings.

My criteria deviate somewhat from the FPA, but the findings regarding the adequacy of foundation performance are about the same.

The following are my main objective criteria for judgment of foundation performance.

- Deflection in excess of $L/360$ across 20+ feet of distance, in middle third of span.
- Tilt, across the entire foundation, in excess of 1%.
- Slope, across at least 5 feet, in excess of 2%.
- Doors and windows non-functional.

The deflection, tilt, slope, and functional criteria above are objective and useful for judging the performance of the foundation. Other criteria, both objective and subjective, are considered in making a determination of foundation failure. These other criteria include:

- Structural damages, including foundation, consider amount and type.
- Finish damages, consider amount and type.
- Proper fit of doors and windows, consider amount and type.
- Area and directions of floors in excess of deflection criteria.
- Area of floor exceeding tilt and slope criteria.
- Age of building.
- Stability of foundation.
- Identifiable causes of foundation distress.
- Residence or attached garage, consider type of area affected.
- Range of elevations.

Foundations performance is normally described as very well, well, adequate, and inadequate. There is some engineering judgement involved in choosing the classification.

The rule is that a foundation which is judged inadequate will have foundation repair recommended, and vice versa. In cases where the rule is not applied, the engineer should have valid reasoning and be well-explained.

Tilt between 1% and 1.5%, with low level of deflection and damages, may be considered inadequate with no recommendation for foundation repair, or may be considered adequate. Tilt in excess of 1.5% will be considered inadequate but only recommending repair if other problems exist. Tilt in excess of 2.0% will be considered inadequate and requiring repair.

The term sub-standard regarding foundation performance indicates adequate performance with no foundation repair recommended, but the conditions of the foundation and due to the foundation may diminish the market value of the house.



Engineered Foundation Solutions
F-12259


Gerard J. Duhon, P.E.

2738 28th Ave N, Texas City, Texas

Seller's Disclosure Notice

Section 3 -- Property Conditions: (additional comments)

- **Foundation** - The foundation was repaired by the previous owner in April, 2002 by the installation of 12 exterior piles. There is a warranty for this work that is transferable to the new owner. An engineering survey was performed in March, 2019 to determine the current condition of the foundation. The structural engineer stated that the foundation was performing well. See attached engineer's report.
- **Plumbing** - Plumbing leaks were repaired at the same time as the foundation repairs. The original sewer lines were replaced 100% with PVC DWV piping running from the bathroom, kitchen sink, and utility room all the way to the city's main sewer at the back of the property. See attached documents. All of the original galvanized metal piping to supply water has been replaced with CPVC piping.
- **Roof** – The roof was replaced with a 100% re-roof in April, 2009 following Ike. See attached Certificate of Compliance (WPI-8).
- **Termites** – Termites were discovered and treated by the previous owner. Date is unknown. Termite damage was confined to the utility room. During renovations from May-August, 2019, termite-damaged framing in the utility room was removed and replaced.
- **Previous Flooding** – The previous owner lived in this house for over 40 years. She states that there was no house flooding during Ike ('08) or Harvey ('17), but that water did accumulate in the street and yard. The entire Texas City area encountered severe flooding from Carla ('60). Since this time, a levee has been constructed around the city along with the installation of a flood-water pumping station to mitigate flood risk for the city.
- **Electrical** – new grounded electrical circuits were added to the kitchen, bathroom, and utility room. The remaining circuits in the

house were brought up to code by replacing the original two-pronged outlets with GFCI receptacles.

- **HVAC** – a new central heating and air conditioning system was installed replacing window units.
- **Kitchen** – New kitchen cabinets were installed with soft-close drawers and cabinet doors. Granite countertops were also installed. New SS appliances were installed consisting of a gas range, dishwasher, and over-the-range combination microwave/vent hood. A new gas water heater was also installed in the utility room. LED lighting was also added in the kitchen and dining area with a 3-way switch on a dimmer.
- **Windows** – All of the glass panes were resealed in the frames by a local glass company. Full length solar screens were also added to the exterior.

