

FOUNDATION REPAIR LIFETIME WARRANTY

Bonilla Foundation Repair, Inc. Warrants to **ANTHONY KESSLER** that should settlement in excess of 1" in 30 (one inch in thirty feet) Occur where pilings were installed as shown on the contract for the property known as **1808 Middle Creek, in the city of Friendswood TX Zip Code 77546** The releveling will be done at no additional cost to the owner, so long as all of the provisions of the contract are met.

This repair work was completed by Bonilla Foundation, On **February 17, 2012.**

In the event change of ownership of this property occurs, assignment of this warranty to a new owner must be accomplished within (30) days of the transfer of title. Please mail this certificate with a copy of your warranty deed that you should receive at closing along with a \$ 150.00 dollars transfer fee to the above address.

SHOULD ASSIGNMENT NOT BE PROPERLY MADE, THIS WARRANTY IS VOID.

BONILLA FOUNDATION REPAIR, INC.


Vidal Bonilla

Jose Bonilla
Jose Bonilla

Date 2-24-12

TRANSFER OF WARRANTY

In the event a change in ownership occur, assignment of this warranty to a new owner or owner must be accomplished no later than thirty (30) days after transfer of the title. Transfer must be made on this form with a transfer fee of \$150.00 dollars current the time of transfer.

To be completed at the time of sale and mailed along with the \$ 150.00 transfer fee, the entire original warranty and Xerox copy of the warranty deed to Bonilla Foundation Repair, Inc. 5326 Trafalgar, Houston, TX.77045.

ASSIGNMENT OF WARRANTY

This is to certify that on _____, 20____ title to the property known as **1808 Middle Creek, in the City of Friendswood, TX. Zip Code 77546** was or will be transferred from **Anthony Kessler**.

Executed this _____ days of _____, 20_____

(Buyer)

(Buyer)

(Print Name Buyer)

(Print Name Buyer)

(Seller)

(Seller)

This to certify that, by payment of the transfer fee in the amount of \$_____, receipt of which is here by acknowledge, and on the facts contained above, the warranty has been transferred on the records of **BONILLA FOUNDATION REPAIR, INC.** to the new **OWNER** effective on the day of the title transfer.

BONILLA FOUNDATION REPAIR, INC.
CONTRACT

Ph 713-434-8432; Fax 713-434-8483; e-mail bonillafoundation@sbcglobal.net

This contract is made and entered into this 21 days of NOVEMBER, 2011 by and between ANTHONY KESSLER of the county of Galveston and the State of Texas, hereinafter referred to as Owner, and Bonilla Foundation Repair, Inc., a Texas corporation, of the county of Harris and the State of Texas, hereinafter referred to as Contractor.

In exchange for the Owner's payments and agreements described below, the Contractor agrees to do the following: Underpin and raise sections of the foundation as shown in the attached drawing to as near the original elevation as practically possible using 28 pilings on the foundation of the structure known locally as 1808 Middle Creek in the city of FRIENDSWOOD, TEXAS, 77546 in accordance with the following Specifications, General Conditions, Special Conditions, Warranty, Exclusions, Assignments, and any attachments made a part of this agreement.

A. SPECIFICATIONS:

6000 AHK 11/30/11

1. The concrete used in the precast piling sections shall be a minimum of ~~3000~~ psi at 28-day test.
2. Pilings will be installed at the locations and in the manner specified by the Contractor.
3. Pilings will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the piling to support the foundation and structure, or until the pilings encounter rock or other strata capable of supporting the foundation and structure.
4. After the pilings have been installed and are able to support the foundation and structure, hydraulic jacks and precast concrete blocks will be installed and the lifting will be continued until, in the sole opinion of the Contractor, the foundation and structure is at an acceptable elevation. Lifting may be discontinued before the foundation and structure reach an optimal elevation if, in the sole opinion of the Contractor, further lifting is likely to produce unacceptable damage to the foundation or structure.

B. GENERAL CONDITIONS:

1. The work to be performed under this contract is designed to attempt to return the foundation and structure to as near its original elevation as possible.
2. The stabilization of the foundation and structure can and may reverse the damage already done to the foundation and structure and can and may create new damage by movement, or by lack of movement.
3. The Contractor has no obligation to repair or to replace any damage whether it is expected or unexpected, concealed or obvious, to the foundation, structure, floors, roof, walls, plumbing, electrical, fixtures, furnishings, landscaping, or personal property without regard to when or where said damage occurs. If damage occurs due to negligence of the Contractor, Contractor is obligated to make proper repairs.
4. If builders piers, bell-bottom piers, spread footings, or some other previous attempts to stabilize the foundation are discovered after the work which is the subject of this contract has begun, an extra fee will be charged. The typical charge to disconnect a builder's pier from the foundation is \$150.00 each.
5. If, after the work has begun, it is discovered that the foundation has been constructed of substandard material, or is of inadequate structural strength to properly transfer the required loads, there will be an adjustment to the scope and the price of this contract.
6. Owner will furnish electricity and running tap water.
7. All plants, shrubs, and grass will be transplanted, but are not guaranteed to live.

C. SPECIAL CONDITIONS:

1. _____
2. _____

D. WARRANTY:

It is the intention of the Contractor to permanently stabilize the settlement of only that portion of the foundation and structure covered by this contract within 1:360 (the ratio of one inch of settlement over a thirty foot horizontal span) for the life of the foundation and structure. If work

improvements necessary for access to the pilings. In the event that the Contractor and the Owner cannot agree that the settlement of the foundation has been controlled and that settlement is within the tolerance specified above, the Owner, at the Owner's sole expense, may retain a registered professional Civil Engineer of the State of Texas, engaged solely in the practice of his profession and knowledgeable in soils and foundations in the area, and who is acceptable to the Contractor, to attempt to effect an agreement between the parties. Contractor's approval of said Professional Engineer shall not be unreasonably withheld. Should said Professional Engineer be unable to effect a satisfactory agreement between the parties within thirty days, the parties agree to finally resolve any dispute arising out of or related to this contract, or the breach thereof, by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Said arbitration shall be conducted in the English language in the city of Houston, Texas in accordance with the United States Arbitration Act.

EXCLUSIONS - THIS WARRANTY IS NULL AND VOID IF:

1. The foundation or structure is altered or modified or if additions are made to it which would affect loads on the foundation without the prior written approval of the Contractor.
2. The structure suffers fire, flood, or storm damage to any degree which would affect loads on the foundation. Flood damage includes water or sewer leaks under or adjacent to the foundation.
3. The structure is sited on a fault.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation which is equal to or less than their depth.
5. The foundation is undermined by landfill, soil slumping, erosion, creek beds, excavations, etc.

ASSIGNMENT OF WARRANTY:

This warranty is assignable from one owner to the next, so long as the Owner applies for said transfer within thirty (30) days after the sale of the property and pays a transfer fee of \$150.00 dollars, or such other transfer fee as may reasonably be required. Repossession of the property by a lienholder gives the right to assign this warranty so long as the lienholder complies with the thirty (30) day notice and transfer fee requirements. If this assignment is not properly and timely made, this warranty is null and void. If the warranty has been voided under the conditions set forth in EXCLUSIONS, above, the warranty is not subject to being transferred.

E. CONTRACT PRICE AND PAYMENT:

Payment of **(SIX THOUSAND EIGHT HUNDRED EIGHTY DOLLARS 00/US). \$6,880.00** is required to be paid as follows: A non-refundable contract deposit in the amount of **\$ 200.00** is due upon the execution of this contract. One-half of the contract price is due at the time the work begins. One-half of the contract price is due upon completion of the work (plus any additional charges, minus the deposit). Any portion of these payments that are not timely paid in accordance with this contract will accrue interest at the highest rate allowed by law, and no warranty will be issued.

This written agreement is the total agreement by and between Owner and Contractor. Other than this contract, there are no agreements or promises, either written or oral, between the parties to this contract.

The terms above are satisfactory and are hereby accepted by the Owner. The Owner agrees to make payments as stated above. Owner hereby authorizes Contractor to perform the work specified in this contract.

Property Owner: Anthony H. Kessler

Print Name: ANTHONY H. KESSLER Date: 11/30/11

Contractor: Vidal Bonilla

Bonilla Foundation Repair, Inc.

Date: November 21, 2011

Bonilla Foundation Repair



5326 Trafalgar
Houston, TX 77045

Phone: 713-434-8432
Fax: 713-434-8483

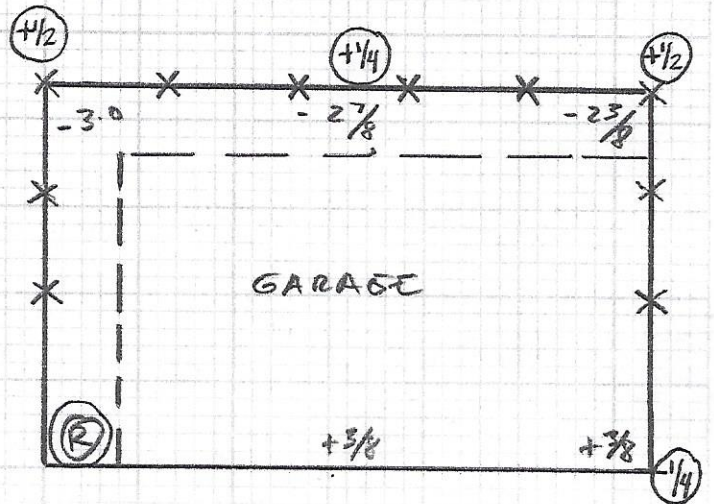
www.bonillafoundationrepair.com

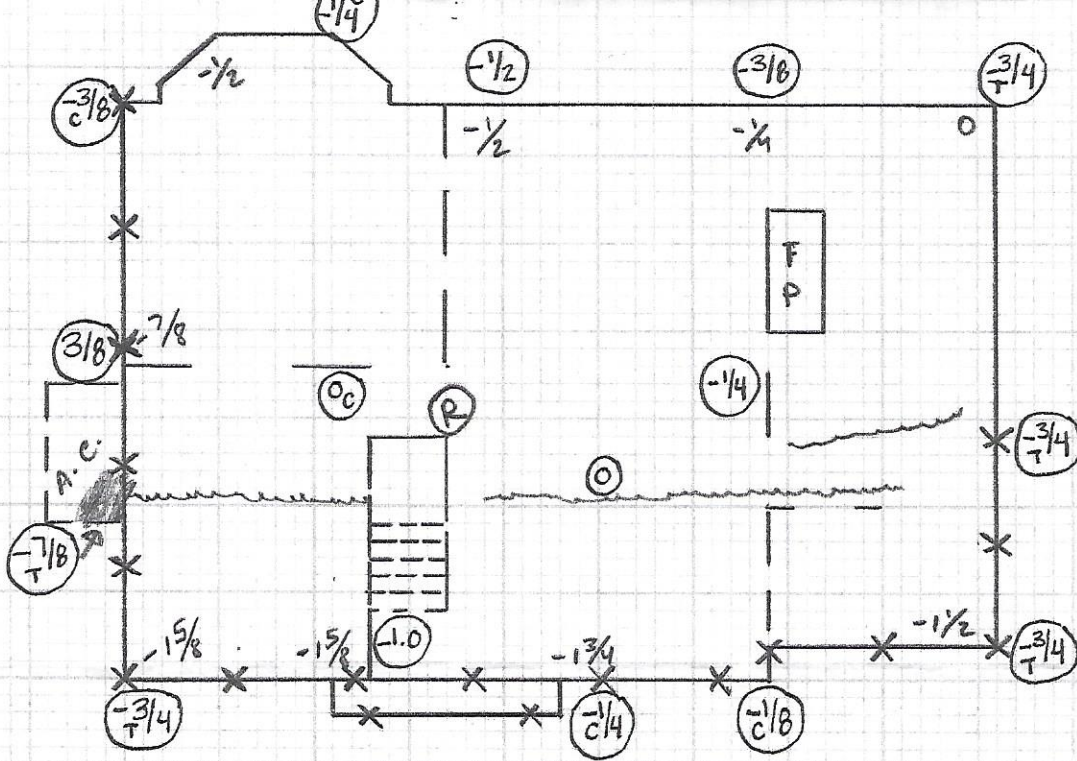
Customer Mr TONY
Address 1808 MIDDLE CREEK
FRIENDSWOOD TX 77546
Phone 281 834-4008 Fax
(W) 281 482-6210 (C)

Date 11-21-11
1" approx = 10'
Siding Brick
Downslope
Story 2

Final Elevations

February 17, 2012.





- 300 EAMS
 - 100 ANGLES
 CASH DISCOUNT
 ANGLES LIST

- 1. 28 Exterior Piling
- 2. _____ Interior Piling
- 3. Brick Crack
- 4. Slab Crack

\$ 7,280⁰⁰
 \$ _____

- 5. _____ No work required at this time
- 6. _____ Concrete or Deck Removal/Replacement \$ _____
- 7. _____ Tunnel Footage - 400 \$ _____

DISCOUNTED CASH PRICE. Terms: 50% at Start - Balance at Completion Total \$ 7,280⁰⁰
LIFETIME WARRANTY - TRANSFERABLE

TOTAL \$ 6,880⁰⁰ V.K. DAVIS

