

# LINCOLN JACOB CONSTRUCTION

CERTIFY TO ALL THAT:

MICHEAL PARKS

655 EDGEWOOD DRIVE

MONTGOMERY TEXAS

77356

HAS RECEIVED A WARRANTY UNDER THE PROVISIONS AND TERMS OF THE ORIGINAL WRITTEN AGREEMENT DATED: \_

JUNE 24<sup>TH</sup>, 2022

LJC- 20770 WESTHEIMER PARKWAY, KATY TEXAS, 77450\* LIFETIME TRANSFERABLE

JUNE 24<sup>TH</sup>, 2022

THIS WARRANTY SHALL BE NULL AND VOID IF: 1. FULL PAYMENT IS NOT MADE WITHIN 3 DAYS OF COMPLETION OF WORK AS SPECIFIED. 2. AN ADDITIONAL STORY IS ADDED TO THE STRUCTURE, OR CHANGES OF A SIMILAR SCOPE ARE MADE, WITHOUT THE 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 OR FLOOD. 4. THE FOUNDATION IS UNDERMINED (I.E. SOIL SLUMPING, ERODING, PLUMBING LEAKS, CREEK BEDS, EXCAVATIONS, ETC..) 5. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE FROM THE FOUNDATION EQUAL TO OR LESS THAN THEIR DEPTH. 6. THE NATURAL ERODING OF EXISTING STRUCTURE. 7. ANY ACCIDENTAL OR INTENTIONAL DAMAGE, FIRE, FLOOD, WINDSTORM, EARTHQUAKE OR OTHER ACTS OF GOD.

LIFETIME WARRANTY IT IS THE INTENTION OF THE COMPANY TO PERMANENTLY STABILIZE THE SETTLEMENT OF THAT PORTION OF THE FOUNDATION COVERED BY THIS CONTRACT. WITHIN ONE (1) PART IN TWO HUNDRED AND FORTY (240) PARTS FOR THE LIFE OF THE STRUCTURE THAT IT SUPPORTS (1" SETTLEMENT IN 20' HORIZONTAL SPAN OR 1/4 INCH IN A 5-FOOT HORIZONTAL SPAN). THIS WARRANTY APPLIES TO ONLY THE WORK PERFORMED BY COMPANY DESCRIBED AS A LIFETIME WARRANTY WORK UNDER THE TERMS PROVISIONS AND CONDITIONS OF THIS CONTRACT.

TRANSFER OF WARRANTY IN THE EVENT OF A CHANGE IN OWNERSHIP OCCURS, ASSIGNMENT OF THIS WARRANTY TO A NEW OWNER OR OWNERS, MUST BE ACCOMPLISHED NO LATER THAN THIRTY (30) 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 (30) 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 THE CURRENT TRANSFER FEE) TO THE ADDRESS STATED ON THE FRONT OF THIS WARRANTY CERTIFICATE.

ARBITRATION OF DISPUTES IN THE EVENT THAT THE OWNER AND COMPANY CANNOT AGREE THAT THE MOVEMENT IN THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, IT IS SPECIFICALLY AGREED BY ACCEPTANCE OF THIS WARRANTY THAT THE MATTER SHALL BE DETERMINED BY BINDING ARBITRATION EACH PARTY SHALL SELECT ONE (1) ARBITRATOR WHO SHALL BE A REGISTERED PROFESSIONAL CIVIL OR STRUCTURAL ENGINEER, EXPERIENCED IN THE FIELD OF SHALLOW FOUNDATIONS AND ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS OR HER PROFESSION. IF THE 2 SELECTED ENGINEERS CANNOT REACH AGREEMENT, THEN AN ARBITRATOR OF LIKE QUALIFICATIONS SHALL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION, OR ANY SUCCESSOR THERETO, ON APPLICATION OF EITHER PARTY. ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION OR ANY SUCCESSOR THERETO.

SIGNATURE BELOW ACTIVATES WARRANTY IMMEDIATELY

JAKE GOTTFRIED - CEO

JAKE GOTTFRIED

